

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30					1. REQUISITION NUMBER FD2030-98-00001 & 2		PAGE 1 OF 55							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER F34601-97-R-0098		6.SOLICITATION ISSUE DATE 10/15/97						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TIM YOUNG				8. TELEPHONE NUMBER (No. Collect calls) (405) 739-2317		8. OFFER DUE DATE/ LOCAL TIME 12/17/97, 1500						
9. ISSUED BY DEPARTMENT OF THE AIR FORCE OC-ALC/DIR OF CONTRACTING 3001 STAFF DR, STE 1AG1 106C TINKER AFB OK 73145-3002 PCO: TIM YOUNG/LADBA			CODE		10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV BUSINESS <input type="checkbox"/> 8(A) SIC: 3738 SIZE STANDARD 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATEDORDER UNDER DPAS (15 CFR 700) 13b. RATING		12 DISCOUNT TERMS					
15 DELIVER TO			CODE		16. ADMINISTERED BY CODE									
17a. CONTRACTOR/ OFFEROR CODE			FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE									
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN CLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES (Attach Additional Sheets as Necessary)			21. QUANTITY		22. UNIT	23. UNIT PRICE		24.. AMOUNT				
25. ACCOUNTING AND APPROPRIATION DATA SEE SCHEDULE							26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4,FAR 52.212-3 AND 52.212-5 ARE ATTACHED <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED														
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED														
28. CONTRACTOR IS REQUIRED TO SIGNTHIS DOCUMENT AND RETURN __ COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REERENCE _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.:									
30a. SIGNATURE OF OFFEROR/COTRACTOR					31a. UNITED STATES OF AMERICA (Signature Of Contracting Officer)									
30b. NAME AND TITLE OF SIGNER				30c.DATE SIGNED	31b. NAME OF CONTRACTING OFFICER			31c. DATE SIGNED						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER <table><tr><td></td><td>PARTIAL</td><td></td><td>FINAL</td></tr></table>			PARTIAL		FINAL	34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
	PARTIAL		FINAL											
32b. SIGNAURE OFAUTHORIZED GOVT. REPRESENTATIVE				32c. DATE	36. PAYMENT			37. CHECK						
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY					
					42c. DATE REC'D (YY/MM/DD)		42D. TOTAL ONTAINERS							

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449(10-95)
Prescribed by GSA - (48 CFR) 53.212

SECTION A - SF1449, Solicitation/Contract for Commercial Items

Contractor Logistics Support Section

SECTION B - The Schedule

1. REMITTANCE ADDRESS (Continuation of SF 1449, Block 17B)
FINANCE OFFICER - Send payment for Contractor invoices to the following remittance address:

2. SCHEDULE SUPPLIES/SERVICES AND PRICES/COSTS, KC-10 BASIC
(Continuation of SF 1449, Blocks 18-19)

The Contractor shall furnish to the Government the supplies and services as called for hereunder that are necessary to provide Contractor Logistics Support for the KC-10 and the KDC-10 aircraft. The supplies and services which are described in this RFP and the RFP Attachments, shall be furnished in accordance with the terms and conditions contained in this contract.

2.(a) CLINs X001 through X008 are Fixed Price Items

X001 PRE-OPERATIONAL PLANNING (Phase In - 03 Aug 98 to 30 Sep 98): To include all planning, personnel expense and travel to facilitate a smooth transition into the contractual responsibility of integrating and managing the KC-10 aircraft in accordance with the attached Technical Requirements Document (TRD) and paragraph(s) _____ of the Contractor Statement Of Work (CSOW) dated _____.

X001AA	Phase In at McGuire AFB, NJ	\$ _____
X001AB	Phase In at Travis AFB, CA	\$ _____
X001AC	Phase In at Forward Supply Location(FSL), Ramstein AB, GE	\$ _____
X001AD	Phase In at Forward Supply Location(FSL), Yokota AB, JA	\$ _____

X002 CONTRACTOR OPERATED AND MAINTAINED BASE SUPPLY(COMBS) AND FORWARD SUPPLY LOCATIONS (FSLs) The contractor shall manage/operate a COMBS of KC-10 parts, at the locations listed below, to support the KC-10 Fleet and at the Forward Supply Locations listed below, to provide enroute support to meet the requirements of the TRD. (Additional FSLs may be added as necessary to support the mission of the KC-10. Prices for additional FSL s will be negotiated at the time that they are created.)

X002AA	COMBS at McGuire AFB, NJ	\$ _____
X002AB	COMBS at Travis AFB, CA	\$ _____
X002AC	FORWARD SUPPLY LOCATION(FSL), RAMSTEIN AB, GE	\$ _____
X002AD	FORWARD SUPPLY LOCATION(FSL), YOKOTA AB, JA	\$ _____

X003 FIELD SERVICE REPRESENTATIVES (FSR): The contractor shall provide FSRs at each of the bases as necessary to meet the requirements of the TRD.

X003AA FSRs at McGuire AFB, NJ \$_____

X003AB FSRs at Travis AFB, CA \$_____

X003AC FSR at Ramstein AB, GE \$_____

X003AD FSR at Yokota AB, JA \$_____

FLYING HOUR: The contractor shall provide repair of recoverables, replenishment of non-recoverables, replenishment of non-recoverable materials/parts/labor required to maintain common/peculiar support equipment, replenishment of bench stock, all associated material handling, overhead costs (Direct costs, indirect costs, overhead, COM associated therewith), Management Services, Warranty Administration, and Performance of oil samples. These efforts must cover the Materials/parts /equipment listed in Attachments 2b,2c, Attachments 5 and 5a, Attachment 8.

X004, FLYING HOUR MATRIX: Contractor shall be paid for effort described above IAW the To Be Proposed (TBP) Flying Hour Rates in the matrix below. In the matrix below insert contractor prices for flying hours in one tenth of an hour increments. Effort is to be performed to meet the Not Mission Capable Supply (NMCS) rate as defined in the TRD.

KC-10 FLYING HOUR MATRIX

[illegible]

Payment for flying hours shall be computed as follows:

1. Divide the Total Flying Hours for the month by the total number of aircraft (= the Average Hours per Aircraft for the month).
2. Divide the Average Hours per Aircraft for the month by the number of days in the month. This will give you the Average Daily Flying Hour per Aircraft (this number will be rounded to the nearest tenth).
3. Locate the Average Daily Flying Hour per Aircraft on the matrix and its corresponding flying hour rate which is then multiplied by the Total Flying Hours for the month to arrive at the amount to be billed for that month.

X005 MANAGEMENT SERVICES: In support of CLIN X020 and its subCLINs and CLIN X021. \$_____

X006 “C” CHECK INSPECTIONS: Perform C Check inspections IAW paragraph 12.0 of the KC-10 TRD to include correction of all non-routine defects of duration of 30 hours or less. Materials/parts for C Check will be included in the Fixed Price with the exception of individual material items/parts that are greater in price than \$200.00. Material items/parts that exceed the \$200.00 threshold will be paid for under Over and above CLIN X021. Quantities set forth below are estimated and are subject to upward or downward adjustments as necessary. Adjustments shall be made semi-annually by modification to the contract to reflect any changes which may be required. (The government does not guarantee the accuracy of these estimates.)

<u>QTY</u>	<u>C - CHECK</u>	<u>QTY</u>	<u>C - CHECK</u>
(1)	C - CHECK NO. 5 - C - 1 \$	(58)	C - CHECK NO. 9 - C - 3 \$
(1)	C - CHECK NO. 5 - C - 2 \$	(57)	C - CHECK NO. 10 - C - 1 \$
(2)	C - CHECK NO. 5 - C - 3 \$	(56)	C - CHECK NO. 10 - C - 2 \$
(3)	C - CHECK NO. 6 - C - 1 \$	(51)	C - CHECK NO. 10 - C - 3 \$
(8)	C - CHECK NO. 6 - C - 2 \$	(40)	C - CHECK NO. 11 - C - 1 \$
(19)	C - CHECK NO. 6 - C - 3 \$	(34)	C - CHECK NO. 11 - C - 2 \$
(25)	C - CHECK NO. 7 - C - 1 \$	(30)	C - CHECK NO. 11 - C - 3 \$
(30)	C - CHECK NO. 7 - C - 2 \$	(22)	C - CHECK NO. 12 - C - 1 \$
(37)	C - CHECK NO. 7 - C - 3 \$	(14)	C - CHECK NO. 12 - C - 2 \$
(46)	C - CHECK NO. 8 - C - 1 \$	(12)	C - CHECK NO. 12 - C - 3 \$
(47)	C - CHECK NO. 8 - C - 2 \$	(9)	C - CHECK NO. 13 - C - 1 \$
(51)	C - CHECK NO. 8 - C - 3 \$	(4)	C - CHECK NO. 13 - C - 2 \$
(55)	C - CHECK NO. 9 - C - 1 \$	(2)	C - CHECK NO. 13 - C - 3 \$
(57)	C - CHECK NO. 9 - C - 2 \$		

X007 COMPLETE AIRCRAFT STRIP AND PAINT 1 EA \$
Strip and paint of entire aircraft IAW Appendix E.

X008 SAND/SCUFF AND PAINT ENTIRE AIRCRAFT 1 EA \$
Sand/scuff and painting of entire aircraft IAW Appendix E.

X009 DATA: Data to be provided IAW requirements set forth on CDRL Exhibit “A” (DD1423) attached. The award of any or all exhibit line items below shall be at the option of the government. The government reserves the right to delete from the proposed price, each line item of data and/or reports which the government does not desire to award. Data items to be priced in order to allow an increase in quantities in copies by 50% without change in firm fixed prices.

A001 \$ A002 \$ A003 \$ A004 \$
A005 \$ A006 \$ A007 \$ A008 \$
A009 \$ A010 \$ A011 \$ A012 \$

CLIN X010 and its subCLINs are fixed price per event items to be performed during C - Check when authorized by the ACO. The ACO has the authority to move funds to the appropriate subCLINs as necessary.

X010AA REMOVE AND REPLACE MAIN LANDING GEAR 1 EA \$
Remove and replace 1 main landing gear IAW
T.O. 1C-10(K)A-2-32

X010AB REMOVE AND REPLACE CENTER LINE LANDING GEAR 1 EA \$
Remove and replace 1 center line landing gear IAW

T.O. 1C-10(K)A-2-32

X010AC REMOVE AND REPLACE NOSE LANDING GEAR 1 EA \$_____

Remove and replace 1 nose landing gear IAW
T.O. 1C-10(K)A-2-32

X010AD ENGINES NO. 1 OR NO. 3 1 EA \$_____

Remove and replace engine Nos. 1 or 3 IAW
T.O. 1C-10(K)-A-2-71

X010AE ENGINE NO. 2 1 EA \$_____

Remove and replace engine No. 2 IAW
T.O. 1C-10(K)-A-2-71

CLINS X011 - X017 are fixed price per event items to be performed, at the prices specified below, when directed by the ACO.

X011 OVERHAUL MAIN LANDING GEAR (EST. 5 per year) EA \$_____

Overhaul to be performed IAW vendor manuals. Fixed price to include materials listed in the appropriate list in App. J. All additional materials to be covered under over and above CLIN X021.

X012 OVERHAUL CENTER LINE LANDING GEAR (EST. 5 per year) EA \$_____

Overhaul to be performed IAW vendor manuals. Fixed price to include materials listed in the appropriate list in App. J. All additional materials to be covered under over and above CLIN X021.

X013 OVERHAUL NOSE LANDING GEAR (EST. 5 per year) EA \$_____

Overhaul to be performed IAW vendor manuals. Fixed price to include materials listed in the appropriate list in App. J. All additional materials to be covered under over and above CLIN X021.

X014 BOOM OVERHAUL (EST. 8 per year) EA \$_____

IAW Appendix D, to meet the requirements of the TRD.

X015 AUXILLARY POWER UNIT (APU) MAINTENANCE
IAW Appendix I, to meet the requirements of the TRD.
All work performed on APUs shall be accomplished as to meet the intent of FAA Standards and include all material.
(EST. 40 per year)

X015AA APU TEARDOWN/TEST AND EVALUATION EA \$_____

Performance of test cell diagnosis and troubleshooting, adjustments , which do not require disassembly or the performance of limited teardown efforts to establish the applicable repair category and to determine material requirements for repair.

X015AB APU MINOR REPAIR EA \$_____

Repair which exceeds the efforts of teardown/test and evaluation and includes, but is not limited to, repair or replacement of external LRUs (Line Replaceable Units).

X015AC APU MAJOR REPAIRS EA \$_____

Repairs which require teardown/disassembly of at least one of the two APU modules (Power Section and/or Gearbox)

X016	ENGINE THRUST REVERSER REPAIR	(EST. 50 per year)	EA	\$ _____
	Repair of engine thrust reversers IAW App. F, to include all materials listed in Attach. 1 of App. F in the fixed price. All other materials will be covered under over and above CLIN X021.			
X017	WING AERIAL REFUELING POD (WARP) MAINTENANCE			
	Maintenance/inspections of the KC-10 WARP shall be performed IAW Appendix H to the TRD. The SubCLINs below contain fixed prices for the different inspections to be performed. Material costs will be paid under over and above CLIN X021.			
X017AA	200 CYCLE/1-YEAR MAINTENANCE REQUIREMENTS		EA	\$ _____
X017AB	500 CYCLE MAINTENANCE REQUIREMENTS		EA	\$ _____
X017AC	1000 CYCLE/7-YEAR MAINTENANCE REQUIREMENTS		EA	\$ _____
X017AD	2000 CYCLE/7-YEAR MAINTENANCE REQUIREMENTS		EA	\$ _____
X017AE	5-YEAR LRU REMOVAL AND REPLACEMENT		EA	\$ _____
X017AF	PERFORM 1-YEAR STORAGE AND RETURN TO SERVICE CHECKS		EA	\$ _____
X017AG	PERFORM 2-YEAR STORAGE AND RETURN TO SERVICE CHECKS		EA	\$ _____
X017AH	PERFORM 3-YEAR STORAGE AND RETURN TO SERVICE CHECKS		EA	\$ _____
X017AI	PERFORM 5-YEAR STORAGE AND RETURN TO SERVICE CHECKS		EA	\$ _____
X017AJ	PERFORM 10-YEAR STORAGE AND RETURN TO SERVICE CHECKS		EA	\$ _____

NOTE: CLINS X018 and X019 (with all of their subCLINS) are for the same effort using two different pricing methodologies. Contractors must propose on CLIN X018, which is the preferred approach, and may propose on CLIN X019 as a cost saving alternate approach. The government reserves the right to award using the CLIN structure that provides the best value to the government. Only one of the CLIN structures will be included in the awarded contract.

X018 HEAVY ENGINE MAINTENANCE: The following subCLINs shall be accomplished when and as directed by the ACO for the repair, overhaul, modification, testing, preparation for shipment, and shipment of those items described below in accordance with the referenced ATA Numbers. It is specifically agreed that the fixed unit prices set forth below for repair includes all labor for overhaul of reparable engine modules removed from the engines during overhaul, rework and retest of engines rejected at test. All vendor labor is considered to be included in the following fixed prices with contractor and subcontractor/vendor materials to be paid for under CLIN X021. In instances where the tear down inspection indicates that an overhaul is not warranted, only the items needing repair shall be repaired with the cost of the repairs including materials and labor, will be reimbursed under over and above CLINs X020AD and X021. All engine transportation costs will be reimbursed under CLIN X021AB. **(We estimate that 50 engines per year will be input for heavy maintenance.)**

X018AA	TEAR DOWN INSPECTION	\$ _____
---------------	-----------------------------	----------

X018AB DISASSEMBLE & REASSEMBLE THROUGH \$ _____ LOW PRESSURE TURBINE, ATA Nos. 72-54, 55, 56, 57, 58	
X018AC DISASSEMBLE & REASSEMBLE THROUGH \$ _____ HIGH PRESSURE TURBINE, ATA Nos. 72-41, 51, 52, 53	
X018AD DISASSEMBLE & REASSEMBLE THROUGH HIGH PRESSURE COMPRESSOR, ATA Nos. 72-31, 32, 33, 34	\$ _____
X018AE DISASSEMBLE & REASSEMBLE THROUGH FAN ROTOR, ATA Nos. 72-20	\$ _____
X018AF DISASSEMBLE & REASSEMBLE THROUGH FAN/GEAR BOX, ATA Nos. 72-21, 22, 23, 24, 61, 62, 63, 64, 65	\$ _____
X018AG PREPARATION TO TEST, TEST AND PREPARATION TO SHIP	\$ _____
X018AH OVERHAUL LOW PRESSURE TURBINE, ATA Nos. 72-54, 55, 56, 57, 58	\$ _____
X018AJ OVERHAUL HIGH PRESSURE TURBINE, ATA Nos. 72, 41, 51, 52, 53	\$ _____
X018AK OVERHAUL HIGH PRESSURE COMPRESSOR, ATA Nos. 72-31, 32, 33, 34	\$ _____
X018AL OVERHAUL FAN, ATA Nos. 72-21, 22, 24, 62, 64	\$ _____
X018AM OVERHAUL TURBINE MIDFRAME, ATA No. 72-54	\$ _____
X018AN OVERHAUL HIGH PRESSURE TURBINE ROTOR, STAGE 2, ATA Nos. 72-52, 53	\$ _____
X018AP OVERHAUL HIGH PRESSURE TURBINE NOZZLE, STAGE 1, ATA No. 72-51	\$ _____
X018AQ OVERHAUL OF COMPRESSOR REAR FRAME, ATA Nos. 72-34	\$ _____
X018AR OVERHAUL OF COMPRESSOR STATORS, ATA Nos. 72-31, 32 and 33	\$ _____
X018AS OVERHAUL OF COMPRESSOR ROTOR, ATA Nos. 72-31	\$ _____
X018AT OVERHAUL OF FAN ROTOR, ATA Nos. 72-21 \$ _____	
X018AU OVERHAUL OF MIDSHAFT, ATA Nos. 72-24	\$ _____

X018AV REMOVE AND REATTACHMENT OF
ENGINES #1 OR #3 QEC PACKAGE

\$_____

X018AW REMOVE AND REATTACHMENT OF
ENGINE #2 QEC PACKAGE

\$_____

X019 POWER BY THE HOUR ENGINE MAINTENANCE: Contractor may propose a fixed price for all engine repair based on historical engine performance data. Proposal must include all labor and materials required to maintain the current quantity of engines including spares. The proposal must clearly define the parameters/duties for which the contractor is responsible under this CLIN. All engine maintenance not included in the scope and prices of this CLIN shall be performed as over and above under CLINs X018AD and X019AC. All engine transportation costs will be reimbursed under CLIN X020AG.

2.(b) OVER AND ABOVE WORK

The over & above items set forth below are not included in the scope and prices of the basic work items in sections 1 & 2.(a) above. The work called for hereunder shall be accomplished when directed by the ACO IAW AFMCFARS 5352.291-9000, entitled “Over & Above Work procedures”. Effort under CLINs X020 through X021 and their subCLINs will be authorized by the ACO with a Not-To-Exceed to allow the contractor to commence performance. A price will then be negotiated and a definitizing ACO contract modification will be issued to authorize payment to the contractor.

Fixed Hourly Rate Items. For the accomplishment of work set forth in CLIN X020, fixed hourly labor rates specified below will be used in negotiating a price which will be set forth by administrative contract modification to the contract. Premium hours will only be used at the direction of the ACO/PCO.

Material. For material purchased under CLIN X021, Contractor will receive authorization from the ACO with a Not-To-Exceed amount for the purpose of commencing with the effort. One authorization for both material expenditures and labor may be issued by the ACO.

	Straight Time	Premium Time
C - Check Labor Rate	\$_____	\$_____
Field Team	\$_____	\$_____
Engine Maintenance & Engine Field Team Crash Damage Repair	\$_____	\$_____
Engineering in support of (Maintenance/Field Teams/Modifications)	\$_____	\$_____
Manufacturing (In House)	\$_____	\$_____
Mod Planner/Production Controller	\$_____	\$_____

X020 OVER AND ABOVE EFFORT: The following subCLINs shall be accomplished when and as directed by the ACO at the rates specified above. The ACO has the authority to move funds to the appropriate subCLIN as necessary.

X020AA FIELD TEAM CRASH DAMAGE REPAIR

X020AB UNSCHEDULED DEPOT LEVEL MAINTENANCE/CORROSION CONTROL
(Drop-In) In accordance with Appendix B.

X020AC MODIFICATIONS RESULTING FROM SERVICE ACTIONS/TCTOs/ECPs/MODs

X020AD ENGINE COMPONENT REPAIRS (not included in CLINs X018 or X019)

X020AE OTHER WORK: As may be authorized by the ACO (including manufacturing/repair/in house labor)

X020AF TRAVEL: Contractor travel in support of the KC-10 Program shall be at the direction of the PCO/ACO.

X020AG TRANSPORTATION: Costs for movement of parts and materials over and above the costs included in the fixed price CLINs.

X020AH OUTSIDE SUBCONTRACT EFFORT: This effort is to include, but is not limited to, field teams, other vendor repair actions as may be authorized by the ACO, and modification effort.

X021 CONTRACTOR ACQUIRED MATERIAL: Over and above, Contractor acquired parts/materials in support of CLINs X006-X008 and X010-X020 and to replace parts included in Attachment 2a shall be reimbursed in accordance with the provisions of Paragraph 2.(b) above.

3. KDC-10 SCHEDULE SUPPLIES/SERVICES AND PRICES (BASIC)

The contractor shall furnish to the Government the supplies and services as called for hereunder that are necessary to provide CLS for the KDC-10 aircraft. The supplies and services which are described in this RFP and RFP Attachments, shall be furnished in accordance with the terms and conditions contained in this contract.

3.(a) CLINs X101 THROUGH X105, FIXED PRICE ITEMS.

X101 PRE-OPERATIONAL PLANNING (Phase In - 03 Aug 98 to 30 Sep 98): To include all planning, personnel and travel to facilitate a smooth transition into the contractual responsibility of integrating and managing the KDC-10 aircraft in accordance with the attached Technical Requirements Document (TRD) and paragraph(s) _____ of the Contractor Statement Of Work (CSOW) dated _____.

X101AA Phase In at Eindhoven AB, the Netherlands \$_____

X102 CONTRACTOR OPERATED AND MAINTAINED BASE SUPPLY(COMBS) \$_____

The contractor shall manage/operate a COMBS of KDC-10 parts, at Eindhoven AB, the Netherlands, to support the KDC-10 Fleet to meet the requirements of the KDC-10 TRD.

X103 FIELD SERVICE REPRESENTATIVES (FSR): The contractor shall provide FSRs at Eindhoven AB, the Netherlands to meet the requirements of the TRD.

X103AA Site Manager/Senior Field Service Representative \$_____

X103AB Field Service Representative(s) \$_____

X104 MANAGEMENT SERVICES \$_____

Management services in support of CLINs X106 and its subCLINs.

X105 DATA: Data to be provided IAW requirements set forth on CDRL Exhibit “K” DD1423) attached. The award of any or all exhibit line items below shall be at the option of the government. The government reserves the right to delete from the proposed price, each line item of data and/or reports which the government does not desire to award. Data items to be priced in order to allow an increase in quantities in copies by 50% without change in firm fixed prices.

K001 \$ _____ K002 \$ _____ K003 \$ _____ K004 \$ _____
K005 \$ _____ K006 \$ _____ K007 \$ _____ K008 \$ _____
K009 \$ _____ K010 \$ _____ K011 \$ _____

3.(b) OVER AND ABOVE WORK

The over & above items set forth below are not included in the scope and prices of the basic work items in sections 1 & 2 above. The work called for hereunder shall be accomplished when directed by the ACO IAW AFMCFARS 5352.291-9000, entitled “Over & Above Work procedures”. Effort under CLINs X106 and its subCLINs, will be authorized by the ACO with a Not-To-Exceed to allow the contractor to commence performance. A price will then be negotiated and a definitizing ACO contract modification will be issued to authorize payment to the contractor.

Fixed Hourly Rate Items. For the accomplishment of work set forth in CLIN X106 and its subCLINs, fixed hourly labor rates specified below will be used in negotiating a price which will be set forth by administrative contract modification to the contract. Premium hours will only be used at the direction of the ACO/PCO.

Material. For material purchased under subCLIN X106AH, the Contractor will receive authorization from the ACO with a Not-To-Exceed amount for the purpose of commencing with the effort. One authorization for both material expenditures and labor may be issued by the ACO.

	Straight Time	Premium Time
Manufacturing	\$ _____	\$ _____
Field Team Engineering	\$ _____	\$ _____
Field Team Mechanic	\$ _____	\$ _____
Field Service Representative		\$ _____
(To cover over and above effort of FSRs)		

X106 The following subCLINs shall be accomplished when and as directed by the ACO. The ACO has authority to move funds to the appropriate subCLINs as necessary.

X106AA FIELD TEAM: Effort to be performed at the rates specified above.

X106AB CORROSION CONTROL: Effort to be performed at the rates specified above.

X106AC MODIFICATIONS resulting from Service
Actions/TCTOs/ECPs/TCPs/Mods

X106AD OTHER WORK as may be authorized by the ACO.

X106AE TRAVEL: Contractor travel in support of the KDC-10 Program shall be at the direction of the PCO/ACO.

X106AF TRANSPORTATION: Cost for movement of all parts and

materials to meet the requirements of the KDC-10 TRD.

X106AG COMPONENT REPAIR/OVERHAUL:
Component repair/overhaul of all parts to meet the requirements of the KDC-10 TRD.

X106AH REPLACEMENT PARTS/MATERIALS:
Replacement of all parts and materials consumed in the operation of the COMBS and material to support the effort under the other Over & Above subCLINs.

X106AI SERVICE BULLETINS/TCTOs/MOD KITS:
Materials/parts required for SBs/TCTOs/Mod kits

4. DELIVERIES OR PERFORMANCE
Period of Performance under this contract shall be as follows:
(Options to be exercised on or before 30 Sep of each year are listed below)
The Government reserves the right to exercise the KC-10 options independent of the KDC-10 (RNLAf) options.

<u>PERIOD</u>		<u>DATES</u>
KC-10 Basic	KDC-10 Basic	Aug 98 - Sep 99
KC-10 Option I	KDC-10 Option A	Oct 99 - Sep 00
KC-10 Option II	KDC-10 Option B	Oct 00 - Sep 01
KC-10 Option III	KDC-10 Option C	Oct 01 - Sep 02
KC-10 Option IV	KDC-10 Option D	Oct 02 - Sep 03
KC-10 Option V	KDC-10 Option E	Oct 03 - Sep 04
KC-10 Option VI	KDC-10 Option F	Oct 04 - Sep 05
Incentive Options If Awarded, (See Clause C-814):		
KC-10 Option VII	KDC-10 Option G	Oct 05 - Sep 06
KC-10 Option VIII	KDC-10 Option H	Oct 06 - Sep 07

5. ACCOUNTING AND APPROPRIATION DATA

All offerors are hereby notified of the following:

Funds are presently not available for this solicitation and the resulting contract is contingent upon availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for offeror’s bid and proposal costs shall occur should funds not be appropriated for this procurement. No legal liability on the part of the Government, following contract award, for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Accounting and Appropriation data to be incorporated upon award of contract and exercise of CLS option(s).

SECTION C - CONTRACT CLAUSES

C(1) (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the

same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

(c) **Section E will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

C(2) 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS MAY 1997
(IAW FAR 12.301(b)(3))

(ADDENDUM TO 52.212-4)

<u>PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (IAW FAR 22.103-5(a))	FEB 1997
52.225-10	DUTY-FREE ENTRY (IAW FAR 25.605(A))	APR 1984

For the purposes of this clause the blank(s) are completed as follows:

(f)(3) The notation “UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.”

52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	JAN 1997
52.229-6	TAXES—FOREIGN FIXED -PRICE CONTRACTS (IAW FAR 29.402-1(A))	JAN 1991
52.232-18	AVAILABILITY OF FUNDS (IAWFAR 32.705-1(a))	APR 1984
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (IAW FAR 32.1103(a), AND 32.1103(c))	AUG 1996
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (IAW FAR 45.106(B)(1)), and	DEC 1989

DDP Memo dated 09 Oct 96, DAR Tracking #96-O0009)

The sentence that states that “special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause” is waived in accordance with class deviation approved in DDP MEMO dated 09 Oct 96, DAR Tracking #96-O00009, for a one-year period ending October 16, 1997, or until the FAR is revised, whichever event occurs first.

52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)- ALTERNATE I (DEVIATION) (IAW FAR 45.106(B)(2), and DDP Memo dated 09 Oct 96, DAR Tracking #96-O00009)	JUL 1995
-----------------	--	----------

- (g) (6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of—
- (i) The lost, destroyed, or damaged Government property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the Government property is a part;
- and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

52.253-1 **COMPUTER GENERATED FORMS** JAN 1991
(IAW FAR 53.111)

252.217-7028 **OVER AND ABOVE WORK** DEC 1991
(IAW DFARS 217.7702)

252.228-7001 **GROUND AND FLIGHT RISK** SEP 1996
(IAW DFARS 228.370(b)(1))

5352.204-9000 **NOTIFICATION OF GOVERNMENT SECURITY** MAY 1996
ACTIVITY (IAW AFFARS 5304.404-90)

Thirty days before the date contractor will begin on base, the contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to:

- (a) The name, address, and telephone number of this contract company’s representative and designated alternate in the U.S. or overseas area, as appropriate;
- (b) The contract number and military contracting command;
- (c) The highest classification category of defense information to which contractor employees will have access;
- (d) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s) where the contract work will be performed;
- (e) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (f) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (g) Any changes to information previously provided under this clause. This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

5352.225-9000 **EVIDENCE OF SHIPMENT ON FOREIGN** MAY 1996
MILITARY SALES (FMS) CONTRACTS
(IAW AFFARS 5325.7390)

The contractor shall provide to the payment office evidence of shipment that will consist of both a DD Form 250, Material Inspection and Receiving Report, and the carrier’s receipt (e.g., the Commercial Bill of Lading, the Government Bill of Lading, the United States Postal Parcel Service receipt, the United Parcel Service pick-up record, or other carrier pick-up document). The Contractor need not submit a DD Form 250, if one is not otherwise required under the contract.

5352.242-9000 **CONTRACTOR ACCESS TO AIR FORCE** MAY 1996
INSTALLATIONS (IAW AFFARS 5342.490-1)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor

- personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional information required to comply with local security procedures, to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.
- (g) Failure to comply with these requirements may result in withholding of final payment.

5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN JUL 1997
(IAW AFMCFARS 5319.705-5(a))
In accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, The subcontracting plan contained in _____ dated _____ is incorporated herein by reference. The small business goal is _____. The small disadvantaged business goal is _____. The women-owned small business goal is _____.

5352.228-9000 GROUND AND FLIGHT RISK JUL 1992
(IAW AFMCFARS 5328.370-90)
(1) The additional information contained in the subparagraphs below apply:
 (i) In subparagraph (a)(2), the term "Contractor's premises" means the property which comprises the facilities utilized by the Contractor at _____.
 (ii) In subparagraph (e), the words "each separate event" means "each separate event per aircraft."

5352.245-9004 BASE SUPPORT JUL 1997
(IAW AFMCFARS 5345.106-90(a))
Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

- (a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.
- (b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).
- (c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government’s contract consideration.
- (d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.
- (e) Following are installations where base support will be provided:
- KC-10
 - 1. Travis AFB, CA
 - 2. McGuire AFB, NJ
 - 3. Ramstein AB, GE
 - 4. Yokota AB, JA
 - KDC-10
 - 1. Eindhoven AB, the Netherlands
- (f) The Government support to be furnished under this contract is defined in Attachment 7 for the KC-10 and Exhibit B for the KDC-10. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

5352.291-9000

ADDITIONAL OVER AND ABOVE WORK
PROCEDURES (IAW AFMCFARS 5391.102(d))

JUL 1997

- (a) Negotiations on proposed over and above work should be completed prior to commencement of work, but in no case later than the time when 40 percent of the work is completed.
- (b) For fixed hourly rate items, the price negotiated by the Administrative Contracting Officer shall be based on “hands on” labor hours multiplied by the contract hourly rate. The number of “hands on” labor hours required shall be negotiated by the Contractor and Administrative Contracting Officer. The fixed hourly rate includes charges for “hands on” labor, any labor cost which is not considered “hands on” for which the Contractor accounts as direct labor, burdens, general and administrative expenses, and other allowable costs and profit.
- (c) At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the Contractor or the Procuring Contracting Officer may request a negotiation to establish a firm-fixed-price for that item for the remaining life of the contract. The Administrative Contracting Officer shall advise the Procuring Contracting Officer of all such agreements in order that changes can be incorporated in periodic contract modifications.

5352.291-9001

EXCESS INVENTORY - DISPOSITION OF

JUL 1997

GOVERNMENT PROPERTY (AFMC)
(IAW AFMCFARS 5391.102(f))

- (a) The Contractor shall dispose of any excess Government property generated during contract performance or at contract completion in accordance with the Government Property Management Appendix G..
- (b) The over and above clause of the contract authorizes work involved in packing, crating and preparing excess Government for shipment, either during contract performance or at contract completion, unless such excess inventory exceeds the stock level limits as defined in Attachments 2a,2b,2c and Attachment 3.
- (c) If the Administrative Contracting Officer determines excess Government property exceeds the stock level limits authorized in accordance with Attachments 2a,2b,2c, and Attachment 3, the Contractor shall bear the cost of packing, crating and preparing the unauthorized excess inventory for shipment, provided such excess is not the result of decreased production requirements directed by the Procuring Contracting Officer.
- (d) The Government shall deduct transportation costs for excess inventory, which are borne by the Government in accordance with the Government property clauses of the contract, from payments due under the contract.

5352.291-9002 MAINTENANCE ACCELERATION/COMPRESSION JUL 1997
(AFMC) (IAW AFMCFARS 5391.102(g))

The parties hereto recognize that an emergency situation could occur which would require immediate availability of aircraft, engines or end items. As such, a need exists for a method of amending the contract in an expeditious action. If and when such a situation occurs, the Contracting Officer shall issue a directive which will make Appendix A dated 01 Oct 1997 hereto operative. When the directive is issued, Appendix A shall become applicable as a work specification. Price, delivery, and other terms and conditions shall be negotiated and reflected in a modification to the contract in the event this clause becomes operative. The Contracting Officer shall issue the directive in writing, or verbally if time prohibits. The Contracting Officer shall confirm any such verbal directive in writing at the earliest possible date.

5352.291-9004 **DROP-IN MAINTENANCE** (AFMC) JUL 1997
(IAW AFMCFARS 5391.102(I))

- (a) From time-to-time, the Government may request to drop in additional KC-10 aircraft for emergency repair and maintenance under CLIN X020AB. To the extent feasible, based on Contractor's facilities and experience, the Contractor shall accept such aircraft for repair and maintenance. The Contractor shall obtain prior authority for such inputs from the Administrative Contracting Officer. The Administrative Contracting Officer shall, provided funds are available, authorize such preliminary work sufficient for the contractor to develop and submit an estimate for completion of the required repairs or maintenance. When sufficient funding is available and the Procuring Contracting Officer grants authorization for completion of the work, the Administrative Contracting Officer shall authorize completion of the work by issuance of a funded over and above work request. The over and above rates of the contract shall apply to such work.
- (b) Should such work interrupt the normal PDM aircraft flow through the Contractor's facility, the Contractor shall immediately notify the Administrative Contracting Officer. The Administrative Contracting Officer shall immediately contact the Procuring Contracting Officer for advice. If the Procuring Contracting Officer approves the interruption, the Administrative Contracting Officer shall negotiate an equitable adjustment.

**C(3) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES AND EXECUTIVE ORDERS**
(IAW FAR 12.301(b)(4))

AUG 1996

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on SubContractor Sales to the Government, with Alternate 1 (41 U.S.C. 253g and 10 U.S.C. 2402)
- ☒ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- ☒ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));
- ☒ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- ☐ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637 (a) (14)
- ☒ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012).
- ☒ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ☒ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988)
- ☐ (10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

- ☐ (11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (12) Reserved
- ☐ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- ☐ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- ☐ (15) (i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41U.S.C. 10, Pub. L. 103-187).
- ☐ (15) (ii) Alternate I of 52.225-21.
- ☐ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ (17) 52.247-64, Preference for Privately Owned U.S. - Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer check as appropriate.)

- ☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause 52.215-2, Audit and Records - Negotiation:

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (d), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –).

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012 (a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S. -Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

**C(4) DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS
REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS
(IAW DFARS 212.301(f)(iii))**

JUL 1997

(a) The contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☐ 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns
(Alternate 1) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- ☐ 252.219-7002 Notice of Small Disadvantaged Business Set-Aside
(Alternate I) (15 U.S.C. 644).
- ☒ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)
- ☒ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions
(Alternate 1) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- ☒ 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns
(Alternate 1) (15 U.S.C. 644).

- X 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10 E.O. 10582).
- ___ 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582).
- X 252.225-7012 Preference for Certain Domestic Commodities
- X 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ___ Reserved.
- ___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S. C. 2779).
- ___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ___ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534 (a)(3)).
- ___ 252.225-7036 North American Free Trade Agreement Implementation Act.
- X 252.227-7015 Technical Data—Commercial Item (10 U.S.C. 2320)
- X 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ___ Reserved.
- X 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- ___ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
- ___ Reserved.

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract: 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

C(5) CLAUSES IN FULL TEXT

I. INDEX

- C-800a ECONOMIC PRICE ADJUSTMENT CLAUSE (EPA)
- C-800b OPTIONS TO ACQUIRE CONTRACTOR LOGISTICS SUPPORT
- C-800c CHANGES IN AIRCRAFT QUANTITIES
- C-801 FLIGHT AUTHORIZATION
- C-802 AIRCRAFT SUPPORT REQUIREMENTS - REASSIGNMENT
- C-803 PERMANENT CHANGE OF BASE LOCATION
- C-804 FAA CERTIFICATION
- C-805 TITLE TRANSFER
- C-806 INDEMNIFICATION OF GOVERNMENT ASSETS
- C-807 CLIN OPTION YEAR MATRIX
- C-808 ESTIMATED UTILIZATION FLYING HOURS AND LANDING CYCLES
- C-809 ADDITIONAL SECURITY PROVISIONS
- C-810 OPTION TO EXTEND PERIOD OF PERFORMANCE
- C-811 PHASE-OUT
- C-812 CONSIDERATION AND PAYMENT FOR WORK TO BE ACCOMPLISHED UNDER CONTRACT MAINTENANCE AND BASE OPERATIONS SUPPORT
- C-813 RIGHTS IN MAINTENANCE DATA
- C-814 CONTRACTOR LOGISTICS SUPPORT TERM INCENTIVE
- C-815 CONTRACTOR LOGISTICS SUPPORT SHARED SAVINGS PROGRAM
- C-816 PRE-OPERATIONAL PLANNING/AWARD DELAY
- C-817 PROJECT MONITOR FOR THE CONTRACTING OFFICER (PMCO)
- C-818 EMERGENCY WORK PROCEDURES
- C-819 CONTRACTOR PERSONNEL
- C-820 CONTRACTOR PRIVILEGES IN OVERSEAS THEATERS
- C-821 ALTERNATE DATA OFFERS
- C-822 ALTERNATE PROPOSAL
- C-900 REQUIRED INSURANCE

- C-901 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
- C-902 SAFETY AND ACCIDENT PREVENTION
- C-903 GOVERNMENT PERFORMANCE OF SERVICES DURING LABOR STRIKES
- C-904 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL
- C-905 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS

C-800a **ECONOMIC PRICE ADJUSTMENT CLAUSE (EPA)** **(SEP 1997)**

(a) Economic price adjustment shall apply only to contract option years three (3) through eight (8), and shall be made prospectively to contract unit prices based upon significant deviations between the forecasted and actual U.S. Department of Labor, Bureau of Labor Statistics “Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All Items” for June just preceding the exercise of the upcoming contract option. A two (2) percent threshold is established to define a “significant deviation”.

(b) To determine the economic price adjustment, divide the actual June index by the forecasted June index (forecasted rates are set forth in subparagraph (c) below, using the same calendar year for both and using the same calendar year in which the upcoming contract option is to be exercised. If the quotient is greater than 1.02 or less than .98, multiply the upcoming option year’s unit price by the quotient. If the quotient is equal to or between .98 and 1.02 (equal to or greater than .98 and equal to or less than 1.02), no adjustment is necessary. The contract shall be modified to incorporate any adjusted unit prices. An example follows:

Assume the forecasted June 2000 index was 1.769 and the actual June 2000 index was 1.823. Since 1.823 divided by 1.769 is equal to 1.03 (which is greater than 1.02), then multiply the contract option year four (2000) unit prices by 1.03. The contract would then be modified to incorporate the adjusted firm fixed prices for option year four, to be exercised 01 October 2000. No further adjustment to option year four prices should be made based upon this clause.

(c) For the purpose of calculating the adjustments required by this clause, the following forecast index rates apply:

ACTUAL INDEX FOR	FORECASTED INDEX	USED TO ADJUST OPTION YEAR	
JUNE 2001	1.884	3	(1 OCT 01-30 SEP 02)
JUNE 2002	1.926	4	(1 OCT 02-30 SEP 03)
JUNE 2003	1.998	5	(1 OCT 03-30 SEP 04)
JUNE 2004	2.063	6	(1 OCT 04-30 SEP 05)
JUNE 2005	2.162	7	(1 OCT 05-30 SEP 06)
JUNE 2006	2.291	8	(1 OCT 06-30 SEP 07)

(d) Adjustments made under this clause are subject to the following:

- (1) No economic price adjustment shall be made to contract unit prices for option years one (1) and two (Oct 1999 through 30 Sep 2001)
- (2) Only contract option years three (3) through option year eight (8) are subject to adjustment by this clause (1 Oct 2001 through 30 Sep 2007)
- (3) Each economic price adjustment will be made prior to the effected year and no final economic adjustment will be made.
- (4) Required economic price adjustments may be proposed by the Contractor or Government within 60 days after publication of the June index of the effected contract option year.
- (5) In the event the Bureau of Labor Statistics discontinues or suspends publication of the index set forth in paragraph (b) of this clause, the parties hereby agree that _____ index (TBN) shall be an appropriate substitute for the discontinued index for use under this clause. In the event the

Bureau of Labor Statistics significantly alters the method of calculating the index, appropriate adjustment shall be made by the parties to put the contract on a comparable basis with the index calculated before the change and they shall agree upon an appropriate substitute index _____(TBN). If the parties cannot agree to a substitute or comparable index, the Contracting Officer shall unilaterally determine an appropriate index within 120 days after discovery by either party that an index has been discontinued or altered in method of calculation. In the event this subparagraph becomes applicable, the published index rate for Jun 1994, 1.480, is provided for information.

(6) In the event the contract unit prices are changed as result of a contract modification(s), the unit prices subject to adjustment shall be reduced by the cost of any deleted work and the unit prices shall not be increased by the cost of any added work. Any added costs may be adjusted by the economic price adjustment clause specified by contract modification.

(7) Any disputes arising under this clause shall be determined in accordance with paragraph (d) **Disputes** of FAR clause 52.212-4 “Contract Terms and Conditions-Commercial Items” of this contract.

C-800b OPTIONS TO ACQUIRE CONTRACTOR LOGISTICS SUPPORT (SEP 1997)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to the expiration of the basic contract period or any subsequent option period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the basic period or option period expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision. Unit prices, hourly rates, and/or delivery rates set forth under any option herein shall apply to any extension made pursuant to that option. The total duration of this contract including the exercise of any option under this clause, shall not exceed 9 years (however, see C-810).

(c) The Government may exercise the Government Fiscal Year (FY) options unilaterally as follows:

OPTION EXERCISE

<u>PERIOD</u>	<u>KC-10 CLIN(S)</u>	<u>KDC-10 CLIN(S)</u>	<u>NOTIFICATION OF AWARD</u>
BASIC	0001 - 0021	0101 - 0111	CONTRACT AWARD
Option I/A	1002 - 1021	1102 - 1111	30 Sep 99
Option II/B	2002 - 2021	2102 - 2111	30 Sep 00
Option III/C	3002 - 3021	3102 - 3111	30 Sep 01
Option IV/D	4002 - 4021	4102 - 4111	30 Sep 02
Option V/E	5002 - 5021	5102 - 5111	30 Sep 03
Option VI/F	6002 - 6021	6102 - 6111	30 Sep 04
(Incentive Options if awarded, See Clause C-902)			
Option VII/G	7002 - 7021	7102 - 7111	30 Sep 05
Option VIII/H	8002 - 8021	8102 - 8111	30 Sep 06

(d) A contract modification exercising an Option shall be issued on or before 30 Sep of each year, subject to Availability of Funds, FAR 52.232-18.

C-800c CHANGES IN AIRCRAFT QUANTITIES (FEB 1997)

As a result of any changes in the quantity of KC-10/KDC-10 aircraft that will be logistically supported under this contract; the parties agree to enter into negotiations, if necessary, to determine the impact of adding or subtracting coverage of KC-10/KDC-10 aircraft into this CLS contract.

C-801 FLIGHT AUTHORIZATION (FEB 1997)

Contractor representatives are authorized to be a passenger on the aircraft when the local Commander determines the need for on-board capability. This provision applies primarily to missions involving travel to remote areas away from the home base, or the demonstration of in-flight malfunctions that cannot be demonstrated on the ground. Unusual circumstances may dictate that the local Commander approve that Contractor Technical representatives be a passenger on the aircraft for other reasons. When applicable regulations or directives require that orders (or other formal documentation) be issued to implement this clause of the contract. The local commander is responsible to provide the required orders or other documentation.

C-802 AIRCRAFT SUPPORT REQUIREMENTS - REASSIGNMENT (FEB 1997)

In the event the quantity of aircraft called for is decreased or increased by reassignment of KC-10/KDC-10 aircraft, the terms and conditions of this contract will be equitably adjusted to reflect such reassignment for the anticipated period such aircraft are to be reassigned. In the event the actual time period the aircraft are reassigned is greater, or less, than the anticipated period, the contract terms and conditions, including price shall be further adjusted. For the purpose of this part, the term "reassignment" shall be interpreted to mean that aircraft will be supported and maintained at a location other than the original assignment, as established in Section B of this contract. This clause does not apply to normal missions wherein the aircraft are still assigned to a particular base.

C-803 PERMANENT CHANGE OF BASE LOCATION (FEB 1997)

- (a) The occasion may arise wherein a relocation of the KC-10/KDC-10 aircraft home base and Contractor's associated Management Services may be necessary. In such instance, upon receipt of appropriate contractual authorization from the Procuring Contracting Officer, the Contractor shall accomplish a transfer of the Contractor's logistic support capability as covered by this contract in a minimum of time to assure the Air Force adequate aircraft support to meet the mission requirements.
- (b) In the event that any Contractor's Management Services personnel are unable to accompany such relocation for any reason, Contractor will effect replacement with personnel of equal ability.
- (c) The Government shall provide the Contractor with operational facilities at such relocated base in accordance with the Contractor's facilities requirements.
- (d) All costs associated with such relocation incurred by the Contractor including, but not limited to, packaging and shipping of hardware and software, moving of Contractor personnel and personal effects, including transportation costs, and costs incurred for termination under any subcontract then existing between Contractor and SubContractors for support activity, shall be borne by the Government. Such costs shall be negotiated following relocation and an equitable adjustment will be made in the contract price in accordance with the paragraph (c) **Changes**, FAR Clause 52.212-4, "Contract Terms and Conditions-Commercial Items". Further, fixed item prices set forth in this contract affected as a result of the relocation shall be equitably adjusted by negotiation pursuant to this clause.

C-804 FAA CERTIFICATION (FEB 1997)

It is the intent of the Government to maintain the aircraft to FAA airworthiness standards by using FAA approved changes and parts overhaul/repair. To ensure maintenance of FAA certification, the Contractor shall immediately advise the Government when compliance with an FAA Airworthiness Directive is required. Such notification shall include the cost to the Government for action necessary for compliance.

In the event the Government does not desire to comply with such directive, the Contractor shall be provided with written formal notification of the reasons for such decision. Copies of such notification will be supplied to the FAA by the Contractor if the FAA so requests.

C-805 TITLE TRANSFER (FEB 1997)

All material and/or equipment, directly chargeable to this contract under any contract line item, which the Contractor is required to furnish pursuant to the requirements of this RFP shall become Government property at the time of payment.

C-806 INDEMNIFICATION OF GOVERNMENT ASSETS (FEB 1997)

(a) By written acceptance of this clause by the contractor and execution of this contract by the United States Government, the contractor hereby agrees to indemnify and hold harmless the US Government against any and all losses, claims, liabilities, damages and expenses, for aircraft costs and aircraft component costs logistically supported under this contract, which are in the possession, care, custody, or control of the contractor while on the contractor’s premises or their vendor/sub-contractor premises. Reimbursement of any damage to or loss of an aircraft will not exceed the replacement cost of that particular aircraft, including all modifications and improvements. Third party claims are excluded from this provision. Acts of God are expressly excluded unless provisions to cover these occurrences are part of the contractor’s normal business practices.

(b) As result of the Contractor’s complete assumption of the risk for aircraft placed in their possession, care, custody, or control, as stated in paragraph “a” above, DoD FARS 252.228-7001, entitled “Ground and Flight Risk (Sep 96)”, and Appendix C, “Safety, Fire Protection and Health specification (07 May 97)” do not apply while aircraft under this contract are either at the Contractor’s premises or their vendor/subcontractor premises. DFARS 252.228-7001 ‘Ground and Flight Risk (Sep 96)’, however, does apply to aircraft in the contractors possession, care, custody, or control while in locations other than the contractor’s premises or their vendor/subcontractor premises.

(c) Acceptance of this clause by the contractor must be accompanied by (a) proof of insurance, or (b) internal documents that demonstrate that if insurance is not purchased, that the contractor has sufficient assets that will allow recoupement of any loss(es) sustained by the government while the aircraft is (are) in the possession, care, custody, or control of the contractor while on the contractor’s premises or their vendor/subcontractor premises.

C-807 CLIN OPTION YEAR MATRIX - (FEB 1997) (To be proposed by each offeror)

(a) The CLIN structure for each option year will be the same, with one exception: CLINs X001 and X101, Phase In will only be used in the basic year of the contract. As each option is exercised, CLINs will be established in Section B with the prices from the matrix below (as adjusted by the EPA Clause at C-1). CLIN numbering for each Option Year will be adjusted by the modification exercising the option to reflect the Option Year and CLIN number (i.e., 1002 would identify CLIN X002 of option year one). Each offeror should propose a matrix (or alternate format) to include firm fixed prices for the CLINs and option year described in Section B of this contract. Contractor format is acceptable and will be incorporated at contract award. An example of a CLIN Option year matrix for the Basic through Option VII years is provided as follows:

CLIN OPTION YEAR MATRIX

CLIN	BASIC	OPT I	OPT II	OPT III	OPT IV	OPT V	OPT VI	OPT VII

X001		N/A	N/A	N/A	N/A	N/A	N/A	N/A
X002	\$	\$	\$	\$	\$	\$	\$	\$
X003	\$	\$	\$	\$	\$	\$	\$	\$
X004	\$	\$	\$	\$	\$	\$	\$	\$
X005	\$	\$	\$	\$	\$	\$	\$	\$
X005AA	\$	\$	\$	\$	\$	\$	\$	\$
X005AB	\$	\$	\$	\$	\$	\$	\$	\$
X006	\$	\$	\$	\$	\$	\$	\$	\$

C-808 ESTIMATED UTILIZATION FLYING HOURS AND LANDING CYCLES (FEB 1997)

- (a) The Government has developed flying hour and landing cycle projections for the KC-10 aircraft based on anticipated requirements. Funding for these requirements is subject to budget controls and may be changed due to the allocation process without notice. The flying hour estimates and landing cycle projections identified in the Technical Requirements Document (TRD) have been provided for planning and budgetary purposes and to permit the Contractor to schedule resources accordingly.
- (b) The parties hereby agree, and the Contractor acknowledges the figures represented in the estimated flying hours and landing cycle projections in the TRD are estimates only and the Government is not required to fly those hours nor is the Government required to adhere to the landing cycles.

C-809 ADDITIONAL SECURITY PROVISION (FEB 1997)

The Contracting Officer may modify the Contractor’s responsibilities for security with respect to any work being performed hereunder within the confines of a military installation. Such modification shall be transmitted to the Contractor by the Contracting Officer by written notice pursuant to the clause of this contract entitled “changes”. If such notification would result in an increase or decrease of security costs under this contract, an appropriate increase or decrease of the contract price shall be negotiated and evidenced by a supplemental agreement to this contract. The Contractor agrees to include substantially the same provisions in all subcontracts hereunder involving access to a military installation.

C-810 OPTION TO EXTEND PERIOD OF PERFORMANCE (FEB 1997)

- (a) Notwithstanding any period of performance, the Government may, at its option, extend the contract for an additional period not to exceed 120 days (at 30 day increments), and may increase the services which may be ordered hereunder, in an amount not to exceed 33 percent of the maximum amount of each CLIN or subCLIN. The Contracting Officer may exercise this option by giving written notice thereof to the Contractor at least 30 days prior to the expiration of the term of this contract. The unit prices set forth in the Schedule shall apply to any extension or increase in quantity ordered pursuant to this option provision and delivery shall be at the same rate as set forth in the Schedule. The “Written Notice” of the Government to the Contractor, exercising its option, shall be by unilateral modification, except that, if the parties agree to reduced prices and/or revised delivery schedules, such agreements shall be evidenced by a bilateral modification (Supplemental Agreement) hereto.
- (b) If the Government exercises its option to increase amounts, as set out in paragraph (a) above, the maximum amount of each CLIN or subCLIN and the maximum amount of this contract, as applicable at the time of exercise of the option, shall be increased to the extent of the amount increased for each CLIN or subCLIN cited in the exercise of the option and the total dollar amount increase resulting therefrom.

(c) In the event this contract contemplates yearly options to extend the period of the contract, the maximum amount which may be procured pursuant to this option shall be 33 percent of the amount indicated or an additional period not to exceed 120 days. No additional yearly options may be exercised after the exercise of this option.

C-811 PHASE-OUT (FEB 1997)

(a) If there is a change in Contractor or if any of the operations covered by this contract reverts to in house, the incumbent Contractor will provide familiarization as described in paragraph (c) to the Government or the follow-on Contractor, whichever the case may be. During the Phase-Out familiarization period, the incumbent will be fully responsible for the continued operation of all areas of effort covered by this contract.

(b) The Government reserves the right to conduct site visits in all Contractor facilities in conjunction with the solicitation of offers for the follow-on contract. If the contract is awarded to other than the incumbent, the incumbent Contractor will cooperate to the extent required to permit an orderly change over to the successor Contractor and provide all reasonable support to the USAF and the new Contractor to ensure an orderly transition and minimize disruption to mission activities. With regard to the successor Contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

(c) The Contractor will be allowed access to the facilities to familiarize supervisors, key personnel and staff with equipment, reporting, work scheduling and procedures. However, such access will not interfere with the production efforts of current personnel. To preclude such interference, arrangements for access to the Government facilities will be made with the cognizant ACO. Access will be limited to the following categories of personnel:

- (1) Contractor supervisory and clerical personnel;
- (2) Contractor equivalent of a Government supply clerk;
- (3) Contractor foreman level personnel will be permitted access to observe

operations, workflow, priorities, scheduling, equipment handling, storage, parts safety, security, etc.

NOTE: No Phase-out costs are to be proposed for this contract. Phase-out costs will be negotiated and a CLIN created prior to the end of contract performance to reimburse the contractor for phase-out costs, if the follow-on contract is awarded to other than the incumbent contractor. Only costs that are above and beyond required contract performance will be considered for Phase-out and they will be subject to review in accordance with FAR Part 31 for allowability.

C-812 CONSIDERATION AND PAYMENT FOR WORK TO BE ACCOMPLISHED UNDER CONTRACT MAINTENANCE AND BASE OPERATIONS SUPPORT (FEB 1997)

The Contractor shall be permitted to invoice monthly for the supplies and services allocable to Contract Line Item Numbers (CLINs) X001 - X005, and X009, X101 - X104 and X105 as follows: CLINs X001 and X101 are for two months of Phase In effort and may be billed monthly. CLIN X002 and X102 are funded based upon monthly rates for Day To Day Operations for the KC-10 and the KDC-10. CLINs X003 and X103 are funded based upon the monthly rate for a variety of Field Service Representatives salaries. CLIN X004 is funded based on the average hours flown monthly at each MOB and will be paid monthly. CLINs X005 and X104 are the monthly rates for management services necessary to support the KC-10 and KDC-10 Over and Above CLINs. CLINs X007 and X008 are fixed price CLINs that should be

priced per occurrence and may be billed at the completion of the effort. CLIN X009 and CLIN X105 are fixed price CLINs for data deliverables. If separately priced, the prices should be paid for at a monthly rate identified in the CLIN Pricing Matrix. CLINs X010-X019 are also fixed price and should be priced per occurrence and may be billed at the completion of the effort. CLINs X020, X021 and X106 and all of

their subCLINs are over and above CLINs to be authorized by the Administrative Contracting Officer and then negotiated and definitized. Payment may occur upon issuance of the definitizing ACO Mod.

C-813 RIGHTS IN MAINTENANCE DATA (FEB 1997)

Any information (data) generated within the maintenance data collection system, shall be provided to the Government with unlimited rights in data. "Unlimited Rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

C-814 CONTRACTOR LOGISTICS SUPPORT TERM INCENTIVE - (AUG 1997)

(a) This incentive is in the form of the potential exercise of two (2) additional Option Years (Option VII (FY06) and Option VIII (FY07)) to be added to the KC-10/KDC-10 Contract as a reward for superior performance. The purpose of this incentive is to reward the contractor for maintaining a high level of performance throughout the life of the contract.

(b) Evaluation of the contractor's performance for the purpose of determining exercise of the incentive options shall be accomplished utilizing the Contractor Performance Assessment Report (CPAR) System. The two (2) potential options are for Fiscal Years (FY) 06 and FY 07, which will be options VII and VIII (See SECTION B 3. - The Schedule). The evaluation period for the exercise of option VII shall be Options I through IV. To be eligible for exercise of incentive Option VII the contractor must achieve a BLUE rating in five of the CPAR Evaluation Areas with a rating of no less than green in the remaining CPAR Evaluation Areas, for each of the Option years in the evaluation period. [CPAR ratings are in block #14 of Air Force Material Command (AFMC) Form 38A. AFMC Instruction 64-107 provides the implementation guidance for CPARs]

(c) The evaluation period for the exercise of option VIII shall be Options V and VI. To be eligible for exercise of incentive Option VIII the contractor must achieve a BLUE rating in five of the CPAR Evaluation Areas with a rating of no less than green in the remaining CPAR Evaluation Areas for each of the two Options in the evaluation period.

(d) Notification of eligibility for exercise of the incentive options shall be made in the modification exercising the option that immediately precedes each of the incentive options. The contractor must receive award of Option VII to be eligible for award of Option VIII. Contractors are hereby reminded that even after notification of eligibility for exercise of the incentive options, the actual exercise of such options is still expressly contingent upon the Government making the affirmative determination required by FAR Part 17.207(f) prior to each incentive option exercise.

(e) The evaluation and determination of eligibility for exercise of the incentive options is not subject to paragraph (d) **Disputes**, FAR Clause 52.212-4, "Contract Terms and Conditions-Commercial Items". Should the CPAR rating system change during the life of this contract, the PCO shall provide by written modification a revision to the ratings to be used herein.

C-815 CONTRACTOR LOGISTICS SUPPORT SHARED SAVINGS PROGRAM (SEP 1997)

(a) The Contractor is entitled, under the provisions of this clause, to share in savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Price Reduction Proposals (PRP) and approved by the Contracting Officer. These price reduction projects may require changes to the terms, conditions or statement of work of this contract. Any price reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions:

(1) Price **Savings**, as contemplated by this clause, means savings that result from instituting changes to the covered contract, as identified in an approved Price Reduction Proposal.

(2) **Price Reduction Proposal (PRP)** - For the purposes of this clause, a Price Reduction Proposal means a proposal that recommends alternatives to the contract requirements. These alternatives must result in a net reduction of contract price to the Government. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the PRP and approve or disapprove it.

(3) **Covered contract** - As used in this clause, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the PRP is submitted.

(4) **Contractor implementation costs** - As used in this clause, contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a PRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved PRP.

(5) **Government costs** - As used in this clause, the term government costs means internal costs of the United States Air Force, or any other government agency, which result directly from development and implementation of the PRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a PRP. They do not include the normal administrative costs of reviewing and processing the PRP.

(c) **General.** The Contractor will develop, prepare and submit PRPs with supporting information, as detailed in paragraph (e) of this clause, to the Contracting Officer. The PRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net savings realized from approved and implemented PRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total savings recognized by the Contracting Officer. In the event of disagreement as to the contractor's percentage of savings, the PCO will make a unilateral determination as to the amount of the contractor's share. The Contractor may propose changes in other activities that impact performance on its contract, including government and other contractor operations, if such changes will optimize savings. A Contractor shall not be entitled to share, however, in any savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its PRP. Early communication between the Contractor and the Government is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) **Computation of savings.** The savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing the current contract price, as structured before implementation of the proposed PRP, to a negotiated/revised price which takes into account the implementation of that PRP. Although a PRP may result in savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than six years. Implementation costs of the Contractor must be considered and specifically identified in the revised price. The Contracting Officer shall offset Contractor savings by any increased costs (whether implementing or recurring) to the Government when computing the total price savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any reductions to the contract price that are the result of changes stemming from any action other than an approved PRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) **Supporting Information.** As a minimum, the Contractor shall provide the following supporting information with each PRP:

(1) Identification of the current contract requirements which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet the Air Force requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements which must be revised, if any, if the PRP is approved, along with proposed revisions. Any changes to Air Force or delegated contract management processes should also be addressed.

(4) Detailed cost estimates which reflect the implementation costs of the PRP.

(5) A comparison of the price for the covered contract, unchanged, and a revised price for the covered contract which reflects changes resulting from implementing the PRP. If the PRP proposes changes to only a limited number of elements of the contract, the revised price need only address those portions of the contract that have been impacted. Each revised price shall provide a level of detail as prescribed by the Contracting Officer. If other PRPs have been proposed or approved on a contract, the impact of these PRPs must be addressed in the computation of the savings to ensure that the savings identified are attributable only to the PRP under consideration in the instant case.

(6) Identification of any other previous submissions of the PRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(f) **Administration.**

(1) The Contractor shall submit proposed PRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. PRPs will not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements.

(2) The Contracting Officer shall complete an initial evaluation of any PRP to determine its feasibility. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed PRP has merit, it will open discussions with the Contractor to establish the savings to be recognized, the Contractor's share of the savings, and a modification to the contract to implement the savings. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the PRP and shall incorporate the changes identified by the PRP, establish the Contractor's share of savings, and adjust the contract price.

(3) Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the savings realized from an approved PRP for which the Contractor has received payment may be cause for recomputing the

net savings associated with any approved PRP. The Government reserves the right to make an adjustment to the Contractor's share of the savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Disapproval of or failure to approve, any proposed price reduction proposal and the PCO's unilateral determination as to the contractor's share of savings, shall not be considered a dispute subject to remedies under paragraph (d) **Disputes**, FAR clause 52.212-4, "Contract Terms and Conditions-Commercial Items".

C-816 PRE-OPERATIONAL PLANNING/AWARD DELAY

(SEP 1997)

In the event an award is delayed beyond the specified commencement date for the phase-in period, the Government may reduce the basic period commensurate to the delay to accommodate the phase-in period and the completion date. Adjustments pursuant to this provision will be made in increments of 30 days and price adjustments will be on a 30-day billing rate basis.

C-817 PROJECT MONITOR FOR THE CONTRACTING OFFICER (PMCO) (SEP 1997)

The Weapon System Logistics Officer (WSLO) at each of the Main Operating Bases (MOBs) are designated project monitor(s) for the Contracting Officer (PMCO). As PMCO, the WSLO is responsible

for providing technical assistance to both the principal and administrative Contracting Officers, and for providing additional technical inspection of contract performance at the MOB. This designation as PMCO does not include authority to effect a change to the scope, price, terms or conditions of the basic contract.

C-818 EMERGENCY WORK PROCEDURES

(SEP 1997)

In emergency situations, which would delay contract delivery schedules or cause a continuance of an Aircraft on Ground (AOG) position, verbal authorization to proceed may be given by the ACO for up to a maximum of three (3) days work effort per requirement. Negotiations shall be completed prior to commence or before completion of 40% of the work whenever practicable. Verbal authorization shall be immediately confirmed in writing.

C-819 CONTRACTOR PERSONNEL

(SEP 1997)

(a) The contractor, in performance of this contract shall be responsible for selecting personnel who are well qualified to perform the required tasks, for supervising his personnel and for keeping them informed of all improvements, changes and methods of operation.

(b) The Contracting Officer may direct the contractor to remove, and the contractor shall remove, any employee from assignment to performance of any tasks under this contract for reasons of security or misconduct.

(c) When the reason for the removal request is due solely to misconduct on the part of the employee, replacement shall be at the contractor's expense and not chargeable to the Government.

C-820 CONTRACTOR PRIVILEGES IN OVERSEAS THEATERS

(SEP 1997)

(a) The Government shall make available KC-10 bed-down bases, subject to local customs and policies and the individual capability limitations of the bases therein and the approval of the respective theater/base commanders, as well as the controlling provisions of the applicable inter-governmental agreement, the following support activities/privileges to the contractor U.S. Citizen personnel (and their dependents):

- (1) Entry into and exit from specified foreign countries as "Exempt Personnel".
- (2) Duty free import/export into and from specified foreign countries.
- (3) U.S. Customs exemptions under PL 89-436.
- (4) U.S. Customs exemptions under the Tariff Act of 1930.
- (5) Use of U.S. dollars and military banking facilities.
- (6) Use of recreation facilities.
- (7) Purchase of U.S.F.J. kerosene, diesel fuel, gasoline and garage services.
- (8) Purchase at military exchanges, commissaries, beverage sales outlets and other similar appropriated and non-appropriated fund outlets.
- (9) Membership in open messes, golf clubs, etc.
- (10) APO privileges.
- (11) Routine and emergency medical and dental care (if customarily available to other contractor and DOD civilian personnel). Rates and charges will be IAW applicable directives.
- (12) Dependent schools (Priority II - space-required tuition paying).
- (13) Exchange theaters.
- (14) Registration of POV in U.S. Forces Status.
- (15) U.S.F.J. operators permit.
- (16) Laundry and dry cleaning facilities.
- (17) Mortuary services.

(18) B.O.Q. on a space available basis.

(b) The contractor supervisory and key personnel shall be afforded DoD GS-12 civilian grade status. When the support activities are made available the contractor personnel shall be subject to normal charges for these facilities/services. If at any time some or all of the above privileges should be revoked or made unavailable to the contractor personnel by reason of actions of the host country or change in the controlling inter-governmental agreement, the contractor agrees to be governed by such revocation. If the contractor determines that such revocation presents an undue hardship, the contractor may request an equitable adjustment to the contract. The Contracting Officer will consider the request and either negotiate an adjustment or deny the request subject to the Disputes clause of this contract.

C-821 ALTERNATIVE DATA OFFERS

(SEP 1997)

In addition to an offer which includes the data requirements on the DD Form 1423, Contract Data Requirements List of this solicitation, submission of alternative offers which recommend consolidation/substitution/elimination of the stated data requirements are encouraged.

C-822 ALTERNATE PROPOSAL

(SEP 1997)

The basic proposal must be the offerors best approach for satisfying Government requirements. However, in addition to the basic proposal in strict compliance with the requirements of this request for proposal (RFP), offerors are encouraged to submit alternate proposals only if the offeror believes that the factors of performance, cost, schedule, risk or other considerations would combine to make such an alternate proposal more advantageous to the Government. In such cases, any deviation from the requirements of the RFP, as well as the comparative advantages to the Government, shall be clearly identified and explicitly defined. Since this solicitation affords all offerors the opportunity to submit alternate proposals, the Government reserves the right to evaluate any alternate proposal. If the proposal considered to be most advantageous to the government (as determined according to the established evaluation criteria) involves a departure from the stated requirements, the contracting officer shall provide all the offerors an opportunity to submit new or amended proposals on the basis of the revised requirements; *provided*, that this can be done without revealing to the other offerors the solution proposed in the original departure or any other information that is entitled to protection in accordance with FAR 52.215-12 **Restriction on Disclosure and Use of Data** and the restriction concerning technical leveling outlined in FAR 15.601(d). Alternate proposals will be evaluated on the basis of the criteria and in accordance with the same relative order of importance set forth in Section E(2) hereof.

C-900 REQUIRED INSURANCE

(OCT 1997)

(IAW FAR 28.306(b))

Reference FAR clause entitled “**Insurance**. . . “ the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

(a) Workmen’s Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen’s Compensation insurance shall extend to cover employer’s liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of **\$100,000**.

(b) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of **\$500,000** per occurrence shall be required on the comprehensive form of policy.

(c) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

C-901 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (OCT 1997)
(IAW FAR 45.303-2)

Pursuant to the “**Government Property**” clause herein, the Government will furnish the item(s) of property listed below as Government-Furnished Property to the Contractor, F.O.B. origin, for use in performance of this contract.

SEE: KC-10 TRD Attachments 2a, 2b,2c,3,5,6,8 and KDC-10 TRD Exhibits D,E, and F.

C-902 SAFETY AND ACCIDENT PREVENTION (OCT 1997)

(a) In performing work under this contract on a Government installation, the contractor shall –

- (1) Conform to the specific safety requirements established by this contract;
- (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

(b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(c) The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with paragraph (c) **Changes** of FAR clause 52.212-4 “Contract Terms and Conditions - Commercial Items” of this contract.

(d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with paragraph (m) **Termination for Cause** of FAR clause 52.212-4 “Contract Terms and Conditions - Commercial Items” of this contract.

C-903 GOVERNMENT PERFORMANCE OF SERVICES DURING LABOR STRIKES (OCT 1997)

(a) Because the services called for under this contract are of critical importance to the Air Force, the Government reserves the right to take over performance of this contract in the event of a labor strike by the Contractor’s employees which impairs the Contractor’s ability to satisfactorily perform the contract. In such event, the services shall be performed exclusively by Air Force employees and not a mix of Air Force and nonstriking contractor employees. Under such circumstances, and at the direction of the Contracting Officer, the Contractor agrees to remove its nonstriking force from the performance site and not to interfere in any way with Government performance. The Contractor further agrees under such circumstances to permit the Government to use any essential contractor-furnished property. The government will equitably compensate the Contractor for use of such property.

(b) The Contractor will not be entitled to payment for any performance period or part thereof during which the Government assumes performance pursuant to this clause. This clause does not limit the Government’s rights under any other clause of this contract.

C-904 **RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL (OCT 1997)**

- (a) The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God.
- (b) The performance described in paragraph (a) above, will not be considered **Termination for Cause** as defined in paragraph (m) of FAR clause 52.212-4 “Contract Terms and Conditions-Commercial Items” of this contract.

C-905 **HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (OCT 1997)**

- (a) In performing work under this contract on a Government installation, the contractor shall:
 - (1) Comply with the specific health and safety requirements established by this contract;
 - (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
 - (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
- (b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with paragraph (c) **Changes of** FAR clause 52.212-4 “Contract Terms and Conditions-Commercial Items” of this contract.
- (c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with paragraph (m) **Termination for Cause** of FAR clause 52.212-4 “Contract Terms and Conditions-Commercial Items” of this contract.

SECTION D - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

UNLESS OTHERWISE NOTED, THE FOLLOWIG ARE SUPPLIED ON CD ROM

<u>FORM</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES/ ROWS</u>
	STATEMENT OF OBJECTIVES		1
	KC-10 TECHNICAL REQUIREMENTS DOCUMENT	9 OCT 97	32 PAGES
	KC-10 ATTACHMENTS		
Attch 1	ACRONYMS AND TERMS	1 OCT 97	11
Attch 2a.	LIST OF MATERIALS - OVER & ABOVE	17 MAR 97	16,386 rows
Attch 2b.	LIST OF MATERIALS - FLYING HOURS	4 SEP 97	9,461 rows
Attch 2c.	LIST OF GSE - MATERIALS, FLYING HOURS	17 MAR 97	2,179 rows
Attch 3	DELETED		
Attch 4	C-CHECK SCHEDULE	1 OCT 97	177 rows

Attch 5	SUPPORT EQUIPMENT (SE) LIST		
Attch 5a.	SUPPORT EQUIPMENT LIST, CONTINUED	17 MAR 97	1,997 rows
Attch 6	EQUIPMENT FURNISHINGS	18 AUG 97	298 rows
Attch 7	GOVERNMENT FURNISHED FACILITIES	18 AUG 97	4
Attch 8	GOVERNMENT FURNISHED EQUIPMENT (GFE)	21 FEB 97	145 rows
Attch 9	EN ROUTE SUPPORT KIT (ESK)	2 SEP 97	91 rows
Attch 10	MISSION SUPPORT KIT (MSK)	5 SEP 97	432 rows
Attch 11	DD FORM 254 SECURITY CLASSIFICATION SPECIFICATION(<i>DD 254, Provided as paper copy only</i>)		1
Attch 12	PAST PERFORMANCE WORKSHEET		8
Attch 13	PAST PERFORMANCE QUESTIONNAIRE		2
Attch 14	CLIENT AUTHORIZATION LETTER(SAMPLE)		1

KC-10 APPENDICES

APP. A	MAINTENANCE ACCELERATION/COMPRESSION	1 OCT 97	2
APP. B	DROP-IN MAINTENANCE	1 OCT 97	10
APP. C	SAFETY	7 MAY 97	7
APP. D	REFUELING BOOM OVERHAUL	14 OCT 94	33
APP. E	PAINT MATERIALS AND DECALS	10 OCT 97	2
APP. F	FAN REVERSER OVERHAUL	10 OCT 97	8
APP. G	SUPPLY INFORMATION	1 OCT 97	2
APP. H	WING AERIAL REFUELING POD MAINTENANCE	JUL 97	52
	Ha, PROJECT MEMO		2
	Hb, MAINTENANCE PROGRAM		6
	Hc, STORAGE/MAINTENANCE		22
	Hd, MAINTENANCE ITEMS		10
	He, SCHEDULED MAINTENANCE		21
APP. I	APU MAINTENANCE	1 OCT 97	2
APP. J	OVERHAUL PARTS LIST FOR LANDING GEAR	1 OCT 97	4
	CONTRACT DATA REQUIREMENTS LIST (CDRL)		12
	A001 PROPOSED SPARE PARTS LIST		
	A002 FAILED ITEM ANALYSIS REPORT		
	A003 FAILED ITEM ANALYSIS REPORT		
	A004 PROPOSED SPARE PARTS LIST		
	A005 CONTRACT FIELD SERVICE REPORT		
	A006 SERVICE ENGINEERING REPORT		
	A007 CONFIGURATION STATUS ACCOUNTING INFORMATION		
	A008 STATUS REPORT		
	A009 CONTRACT FUNDS STATUS REPORT		
	A010 REPORT, RECORD OF MEETINGS/MINUTES		
	A011 REQUEST FOR PROGRAMMED DEPOT MAINTENANCE (PDM)		
	A012 SERVICE ENGINEERING REPORT		
	DATA ITEM DESCRIPTIONS (DIDs)(<i>Provided as paper copy only</i>)		27

KDC-10 TECHNICAL REQUIREMENTS DOCUMENT (TRD)	9 OCT 97	22
--	----------	----

KDC-10 EXHIBITS

Exhibit A	TERMS AND ACRONYMS	1 OCT 97	9
Exhibit B	MAIN OPERATING BASE FACILITY	1 OCT 97	2
Exhibit C	ITEM FAILURE REPORTING (IFR)	1 OCT 97	6
Exhibit D	SPARE PARTS LIST	1 OCT 97	4
Exhibit E	BENCHSTOCK/COMMON HARDWARE	1 OCT 97	10

Exhibit F	SUPPORT EQUIPMENT	1 OCT 97	1
Exhibit G	TECHNICAL DATA	1 OCT 97	13
Exhibit H	A AND C CHECK SCHEDULES	1 OCT 97	2
Exhibit I	GOVERNMENT FURNISHED EQUIPMENT	1 OCT 97	
4			
Exhibit J	CONTRACTOR DATA REQUIREMENTS LISTS	1 OCT 97	11

- K001 FAILED ITEM ANALYSIS REPORT
- K002 FAILED ITEM ANALYSIS REPORT
- K003 CONFIGURATION MANAGEMENT ACCOUNTING
- K004 CONFIGURATION MANAGEMENT ACCOUNTING
- K005 REPORT/MINUTES, RECORD OF MEETING
- K006 CONTRACT FUNDS STATUS REPORT
- K007 PROPOSED SPARE PARTS LIST
- K008 PROPOSED SPARE PARTS LIST
- K009 MATERIAL STATUS REPORT
- K010 PROPOSED SPARE PARTS LIST
- K011 CONTRACT FIELD SERVICE REPORT

DATA ITEM DESCRIPTIONS (DIDs) (See KC-10 DIDs above)

SECTION E - SOLICITATION PROVISIONS

The following Clause is hereby incorporated by reference:

E(1) 52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS OCT 1995

A. NOTICE: Pursuant to FAR 52.252-1, "SOLICITATION PROVISIONS INCORPORATED BY REFERENCE," the following provisions are incorporated herein by reference.

1. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

<u>PARAGRAPH</u>	<u>TITLE</u>
52.215-8	AMENDMENTS TO SOLICITATIONS (DEC 1989) (IAW FAR 15.407(c)(4))
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984) (IAW FAR 15.407(c)(8))
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984) (IAW FAR 15.407(d)(2))
52.215-16	CONTRACT AWARD (OCT 1995) (IAW FAR 15.407(d)(4))
52.216-1	TYPE OF CONTRACT (APR 1984) (IAW FAR 16.105) (The type of contract contemplated is FFP)
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984) (IAW FAR 22.810(c))
52.233-2	SERVICE OF PROTEST (AUG 1996) (IAW FAR 33.106(a))

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from (same as Block 7, Page 1).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)
(IAW FAR 52.107(e))

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

B. RFP PECULIAR INSTRUCTIONS

The following provisions are applicable to this solicitation:

1. SOLICITATION OVERVIEW: This solicitation is for KC-10/KDC-10 Contractor Logistics Support (CLS).

The solicitation reflects a unique approach to acquisition of Contractor Logistics Support which bears some explanation. The Government is not furnishing a Statement of Work (SOW). It is our expectation that each offeror will furnish its proposed SOW, hereafter referred to as a Contractor’s SOW (CSOW), based on its own corporate practice which will subsequently be approved by the Government as a part of this source selection. As well, we have furnished the Technical Requirements Document (TRD) and the Statement of Objectives (SOO) as statement of the requirements (in lieu of a traditional System Requirements Document or specification). Any minimum Government task requirements, which are subsequently to be used by the offeror in generating its CSOW and specifications are included in the Technical Requirements Document (TRD) and the Statement of Objectives (SOO).

The offerors approach to the execution of this program shall be clearly delineated in their CSOW. The CSOW shall become an attachment to the contract at time of award.

The offerors CSOW shall note all appropriate compliance documents and reference documents. All documents that are included shall be listed in a fashion sufficient to properly identify the revision that will be used and shall include appropriate tailoring.

The offerors CSOW shall also identify data requirements in the form of a Contract Data Requirements List (CDRL), including appropriately tailored Data Item Description (DID) references. As a minimum, the CSOW shall include the CDRL and DID requirements specified in the RFP. The offeror may include additional data requirements. These data requirements shall be numbered and priced consistent with the applicable Contract Line Item Number (CLIN). All data requirements shall be traceable to specific tasks defined in the CSOW. Each proposed additional data requirement shall be identified adequately for the Government to prepare and include the DD Form 1423-1 CDRL into the Model Contract prior to award.

2. SIZE STANDARD AND CLASSIFICATION

In accordance with FAR 19.303(a), the applicable small business size standard and product or service classification to be used in completing provision 52.219-1, 52.219-21 and 52.219-22 of Section E.4 hereof is set forth below:

Standard Industrial Classification (SIC) Code: 3728

Small Business Size Standard: 1000

3. DEBRIEFING OF OFFERORS

(a) Successful or unsuccessful offerors may request debriefings by providing a written request to the Contracting Officer within three days after announcement of the contract award. Debriefings shall be conducted only after completion of source selection activities, announcement of award, if required, and

award of contract(s). Debriefings shall be conducted, to the maximum extent possible, within five days after receipt of the written request.

(b) Debriefings are conducted with the goal of identifying to successful and unsuccessful offerors, places where changes can be made to improve future source selection participation. To that end, source selection debriefings will be conducted with only one offeror at a time. The debriefing will be confined to discussion of that offerors proposal only. Significant strengths, weaknesses, risks and color codes in relation to the evaluation criteria listed in the solicitation will be presented. The overall ranking of all offers or a point-by-point comparison with other offeror's proposals will not be made nor will discussions reveal the relative merits, technical standing, or cost information of competitors (i.e. evaluation scoring). The evaluation of the offerors proposal will include, at a minimum, the following: 1) the agency's evaluation of the significant weak or deficient factors in the offerors offer; 2) the overall evaluated cost and technical rating of the offer of the Contractor awarded the contract and the overall evaluated cost and technical rating of the offer of the debriefed offeror; 3) a summary of the rationale for the award; and 4) reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(c) Debriefings will include a script and, where appropriate, offeror-unique briefing charts. Copies of these charts and script may be provided to the specified offeror upon request. During and after completion of the debrief, time will be provided for the offeror to ask oral or written questions. Every effort will be made to answer all questions at the debriefing or, if not at the debriefing, as soon as practicable.

(d) Information described in paragraph (b) above may be disclosed in post-award briefings.

4. DISPOSITION OF UNSUCCESSFUL PROPOSALS

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, extra copies of such unsuccessful proposals will be destroyed by the Government.

C. PROPOSAL INSTRUCTIONS TO OFFERORS (PIO)

1.0. General Instructions

1.1. Government Proposal Policy

Specific instructions for the preparation of each of the volumes required by this PIO are contained in paragraphs 2.0 through 2.4 of this section. All proposal data shall be unclassified. Proposals will be evaluated up to the page limits listed (excluding tables of contents and Tabs) in the preparation instructions. Material exceeding the page limits shall be removed from the proposal prior to evaluation and returned to the offeror.

Each volume of the proposal shall contain a master Table of Contents for the entire proposal. This master Table of Contents shall identify major subparagraphs by volume, paragraph number and title as well as page number. **Telegraphic, facsimile offers will not be accepted.**

1.2. Requirements Exceptions and Deviations

The Government’s plans, procedures and assumptions with respect to contract type, contract items, delivery schedule, etc. for this program are provided in the appropriate sections of the Request for Proposals (RFP) package indicated in the Standard Form 1449. Offerors shall list and describe in detail all exceptions and/or deviations contained in the proposal on the first and, if applicable, subsequent page(s) of each volume of the proposal. All exceptions and deviations shall be fully supported with the offerors rationale.

1.3. Cost Data.

All information relating to cost or pricing data shall be included in the appropriate Cost/Price Volume. Under no circumstances shall cost or pricing data be included elsewhere in the proposal. All dollar amounts provided in response to these instructions shall be stated in US currency and rounded to the nearest whole dollar.

1.4. Reviews/Survey.

The Government will make use of the data from the FAA’s facility and operator’s inspection/audit programs for manufacturer’s, alteration and repair stations. In addition, the principal operations, maintenance and avionics inspector’s surveillance of operator certificate activities will also be used.

1.5. Proposal Organization, Content and Quantities.

Construction of the proposal shall be such that extensive searching throughout the documents is not required. All material shall be listed in the *Table of Contents* and shall be appropriately cross-referenced to preclude unnecessary duplication of data between volumes. Volume I shall contain a *Glossary of Abbreviations*. A complete proposal will consist of five separate volumes. Each volume shall conform to the following numbering, page count and quantity of copies. Compliance with these proposal preparation instructions will be considered in the evaluation for each volume. Proposals will be read and evaluated only up to the page count limit.

VOL	TITLE	PAGE COUNT	DELIVERED COPIES
1	EXECUTIVE SUMMARY	25	8
2	CONTRACTOR LOGISTICS (AREAS 1,2 AND 3 See Section E(3))	150	13
3	PRESENT AND PAST PERFORMANCE INFORMATION	25	5
4	CLS COST (AREA 4, See Section E(3))	unlimited	4
5	CONTRACTS/CLS CSOW	unlimited*	8
6	SAFETY/FIRE PROTECTION PLAN**	unlimited*	3

* Goal is not to exceed 100 pages.
** Required only if Appendix C is chosen.

1.6. General Proposal Guidelines.

Proposals must be complete and self-sufficient, relate exactly to what is proposed and strictly adhere to the requirements of this solicitation. There should be an obvious correlation between each response and the specific questions and requirements of each instruction, as well as a matrix relating each response to applicable TRD, SOO or CDRL requirement(s). Unless otherwise specified, the offeror may use any presentation form such as narrative, pictures, tables, graphs, schematics, or logic and functional block diagrams to provide a concise description of information to be conveyed.

1.6.1. Proposal Page Size.

A page is defined as each face of an 8 ½ x 11 inch sheet containing information (excluding blank pages, title pages, contents pages and indices). Foldouts of charts, tables or diagrams shall not exceed 11 x 17 inches. Each printed side of a foldout page shall count as two pages.

1.6.2. Proposal Volumes.

Each volume shall have a table of contents and tabbed dividers separating chapters and sections within the volume. Attachments or appendices to a volume are included in the page count unless otherwise noted herein. Each volume shall be contained in a single loose-leaf, three-ring binder. Each volume shall contain a copy number beginning with "Copy 1" and numbered sequentially for the required number of copies. The copy number shall be placed on the spine and the front cover of each volume.

1.6.3. Text.

The proposal shall be written in English. Type size shall not be smaller than 10-point font.

2.0. CONTENT.**2.1. VOLUME 1-- EXECUTIVE SUMMARY.**

The executive summary should be a concise, integrated overview of the total proposal and shall contain a glossary of abbreviations.

2.2. VOLUME 2 -- CONTRACTOR LOGISTICS SUPPORT

This volume describes all the support aspects of the KC-10/KDC-10 CLS requirements as stated in the SOO and the TRD. The offeror shall demonstrate an understanding of the Air Force's requirements and how the proposed logistics support will meet those requirements. For a more detailed breakdown of the criteria, see section E(2) EVALUATION FACTORS FOR AWARD.

2.2.1. World Wide Supply Support

Describe the methods to be used in the accomplishment of COMBs Operations to include issue of spare and repair parts to maintenance personnel, transportation system for handling of spares to support mission needs world wide, and the establishment of sparing levels and how they will be effective in meeting the Mission Capable (MC) rates provided in the TRD. Describe procedures to ensure material management at the COMBs and maintenance facilities will be accomplished in a timely and economical manner. Include, methods of obtaining parts and kits for the aircraft, contractor acquired property, material control records, expediting/work stoppage procedures, control of reparable/vendor component overhaul, material receiving, custom clearance, and handling storage and protection of items removed from the aircraft and items received for installation..

2.2.2. Support Equipment

Describe the approach to be used in maintaining the support equipment at each of the COMBs.

2.2.3. Maintenance/Repair/Modifications

Describe your plan for maintenance IAW commercial maintenance planning documents, heavy maintenance programs, painting aircraft, aircraft engine/fan reverser/APU/boom repair and overhaul. Include plans for Airworthiness Directives/Service Bulletins incorporation, aircraft interior maintenance, and corrosion prevention and control program. Describe how all Contractor/SubContractor facilities used to accomplish work on this aircraft will meet the FAA repair station certification as defined in the Federal Aviation Regulation, Part 145. Include FAA certification ratings and type of work proposed at each facility.

2.2.4. World Wide Maintenance Support

Describe your approach for providing the necessary maintenance support required for the KC-10 aircraft operations, and the KDC-10 refueling system operations. Indicate how maintenance support will be provided world wide including at remote sites.

2.2.5. Management

2.2.5.1. Original Equipment Manufacturer (OEM) Relationships

Provide your approach for developing and maintaining the necessary relationships with OEMs, such as Boeing (formerly McDonnell Douglas Aircraft Company), to ensure that the OEM data necessary to support both the KC-10 and the KDC-10 will be available.

2.2.5.2. Personnel/Experience

Describe the procedures to be used to ensure that manpower and personnel staffing will satisfy the TRD requirements and the mission capability requirements.

2.2.5.3. Phase-In and Phase-Out Planning

Describe the procedures to be used to provide phase-in/familiarization pertaining to personnel, parts, support equipment, Base operations, etc. Describe your plans for phase-out at the end of the contract period to include supplies, support equipment, personnel and past maintenance records for each aircraft/component.

2.2.6. Safety/Fire Protection

Describe how the Contractor/SubContractors will meet the Safety and Fire Protection Criteria. (Note: If the Contractor does not wish to indemnify the U.S. Government, but desires to accept DoD FARS 252.228-7001, "Ground and Flight Risk (Sep. 96)", and Appendix C, "Safety, Fire Protection and Health Specification (07May 97)" then this should be made known in the contractor's proposal.)

2.2.7. Quality

Provide your approach to quality and describe how that your organization will meet the requirements of CFR Title 14, Part 145 or equivalent FAA facility rating. Explain how this will ensure that work performed will be of the highest quality.

2.3. VOLUME 3 – RELEVANT PAST PERFORMANCE

2.3.1. General

Each offeror is advised that Evaluation Factors for Award, Section E(2) of this RFP, includes risk as a structured treatment of presenting past and present performance as a general consideration. Offerors will

present the data requested below for themselves and for any proposed division, subcontractor or teaming contractor whose effort on this contract will significantly influence performance of the proposed effort. Evaluation of past performance is an intricate part of the source selection process and in some cases past performance could make the difference concerning contractual award. Therefore, it is imperative that the data requested be submitted/obtained.

2.3.2. Performance Instructions:

a. The offeror shall complete a Past Performance Worksheet, Attachment 12 for all active or completed contracts executed within the last five (5) years, that the Offeror considers relevant in demonstrating its ability to perform the proposed effort. This information may include data on efforts performed by other divisions, corporate management, critical subcontractors, or teaming contractors, if such resources will be used or significantly influence the performance of the proposed effort. The Offeror is requested to focus its worksheet responses so that they clearly correlate their present and past performance with the relevancy considerations called out under the evaluation criteria.

b. Any contractual efforts in the appropriate technology being solicited must be indicated in the worksheet responses as well as demonstrated capability for management planning and control. The offeror may expand the answering space on the worksheet so that when filled-in, it covers no more than both sides of one page. The Offeror shall not include performance data from other divisions or corporate management entities not planned for direct involvement during the execution of the program. The Offerors shall provide the most current information for the three points of contact (POCs) identified on the worksheet. Feel free to identify multiple POCs in an area.

c. The requested present and past performance information shall be provided in a separate volume (i.e., 3-ring binder) labeled, "Volume 3 Present and Past Performance Information." The page count shall be limited to one page (both sides) for each contract addressed. The government will use data provided by each Offeror in this volume and data obtained from other sources in the development of performance risk assessments. This data will be obtained through the use of a Past Performance Questionnaire, which is provided as Attachment 13.

d. The Offeror is required to provide the Past Performance Questionnaire to each Offeror's references identified on the Past Performance Worksheets. Questionnaires should be sent to all of the following: 1) Contracting Officer's Technical Representative; 2) Project Manager; and 3) Contracting Officer. Each of

the Offeror's references must complete the questionnaire and mail a hard copy directly to OC-ALC/LADCA, Attn: Mr. Tom Lowber, at the address identified in paragraph 2 of the instruction guide. Copies may be sent via facsimile to (405) 739-7950 when deadline requires, but hard copy must follow. Please call Jerry Petty, PRAG Chairman at (405) 739-7787 prior to sending responses by facsimile. The completed questionnaire must be submitted to the Government no later than the proposal due date.

e. A Past Performance Questionnaire Record containing date, contract number and person contacted, phone number, and title, shall be submitted as part of the volume for each of the Offeror's references identified in the Past Performance Worksheets. The Government may conduct follow up discussions with any of the individuals identified in the Past Performance Questionnaire Record. The information contained in the Past Performance Questionnaires shall be considered sensitive and shall not be released to Offerors. The Government may obtain additional information by following up on questionnaire responses and/or through other sources.

f. Completed questionnaires are due at solicitation closing, however, the Government will make one additional effort to collect delinquent questionnaires. Each reference identified on the Past Performance worksheets who has not returned their questionnaire will be contacted by telephone and allowed no more than 5 working days after proposal due date to submit the completed questionnaire. At the end of the 5 day grace period all efforts to obtain the delinquent questionnaires will cease and any questionnaire

received after the 5 day grace period will not be included in the evaluation of the offeror's past performance.

g. For commercial contract reference, a Client Authorization Letter (Sample at Attachment 14) must be included with the questionnaire to insure their freedom to respond without liability.

2.3.3. Page Limits

Responses are limited to two pages per contract and a maximum of 25 pages for the entire volume.

2.4. VOLUME 4 COST.

2.4.1. Introduction

2.4.1.1. These instructions are to assist the offeror in developing and presenting the information required to support the cost proposal. The term "cost" is used herein as cost to the Government, and is synonymous with the offerors price. Proper presentation and adequate supporting documentation shall ensure that the cost proposal is fairly evaluated by the Cost-to-the-Government panel, and that this panel is able to understand all assumptions concerning the costs/prices presented in the proposal. The burden of proof for cost credibility rests with the offeror; therefore, you are cautioned to submit cost/pricing information which is fully responsive to this RFP.

2.4.1.2. The offerors cost documentation shall be used by the Government to evaluate the proposal relative to the criteria of reasonableness, realism and completeness. Past cost performance is considered with respect to these criteria. To satisfy the criteria, the Government must have enough information properly presented to enable it to judge whether the estimating methodology is acceptable (reasonableness); to determine whether the cost and scope of the estimate are compatible (realism); to ensure that all Contractor Statement of Work (CSOW) items are costed in the proposal (completeness). The Government must also analyze and understand the proposal so comparisons can be made between the offeror's funding requirements and the estimated Government funds available for the effort.

2.4.2. General Instructions and Definitions

2.4.2.1. Fiscal Year (FY), Government Fiscal years begin on 1 October and end on 30 September.

2.4.2.2. Fiscal Year Dollar Definition. A base year dollar reflects the "purchasing power" of the dollar at the midpoint (1 April) of the base year. When cost estimates are stated in base year dollars, the implicit condition is that the purchasing power of the dollar has remained unchanged over the time period of the program being cost.

2.4.2.3. Cost Formats. All cost data must clearly indicate:

- a. Whether costs are in base year 1998 or then year dollars (BY/TY).
- b. Appropriate CSOW/CLIN numbers
- c. Units for dollars or labor hours (e.g., millions, thousands, whole numbers).
- d. Applicable quantity information.

2.4.2.4. Subtotals. Each page of cost data shall contain subtotals at normal breaks in the data flow with overall totals as appropriate.

2.4.2.5. Ground Rules

All costs are to correspond to the CLIN structure. Dollars shall be in the same units (millions, thousands, etc.).

2.4.2.6. Certified Cost and Pricing Data

It is anticipated that pricing of this action will be based on adequate price competition. Therefore, offerors are not required to submit certified cost or pricing data. However, offerors shall submit information other than cost or pricing data that is necessary to determine price reasonableness. This information is very useful to the winning Contractor in the event that negotiations of solicited requirements are necessary after award, i.e., an unanticipated increase or decrease of requirements.

2.4.3. Contractor Logistics Support Cost Data

This part shall contain an introduction and supporting data for costs contained in the proposal. This part shall contain the following information.

a. Introduction

(1) Overview. A general description of the scope, limitations and qualifications of the proposal as well as cost impacts of any RFP exceptions or deviations. Additionally, the overview shall include a brief but descriptive dictionary for CLS CLINs.

(2) Index. The index must contain a correlation matrix showing RFP paragraph and cost proposed paragraph responses and a listing identifying specific proposal paragraph references for supporting data not included in the cost volume.

(3) Methodology Summary. A synopsis of the basic estimating approach and methodology, which will permit the evaluator to readily identify the method of cost build-up.

(4) Summary Contract Pricing Data. Provide summary cost data by FY for CLS. Assign all CLS costs for each FY, CLIN descriptions found in sections a-d of the CLS portion of this RFP and IAW operational requirements as stated in the KC-10/KDC-10 Technical Requirements Documents (TRD). Discuss any additional assumptions used to calculate this summary data.

b. CLS Cost Data

(1) The offeror shall provide costs for the KC-10/KDC-10 CLS requirements.

(2) The offeror shall provide a descriptive narrative of the cost estimating methodology, associated assumptions, and all inputs/outputs used to develop the data. The offeror shall provide a description of data sources and provide supporting rationale for choice of inputs. The offeror should provide backup data in more detail in those areas that are of greater cost to the Government.

c. Provide Prices for the Following

(1) Phase-In (CLIN X001AA, X001AB, X001AC, X001AD and X101AA). This is the cost for the planning effort necessary to activate support operations at the two KC-10 COMBS, the two KC-10 Forward Support Locations and the KDC-10 COMBs at Eindhoven AB, the Netherlands. This includes, but is not limited to: hiring personnel; personnel salaries, food, lodging and travel; relocating costs (if any); initial purchase of office equipment, furniture, fax, etc.; acquisition of shelving, warehouse equipment, etc. to establish Base Operations; initial establishment of the technical library; tracking and managing site activation.

(2) Contractor Operated and Maintained Base Supply (COMBS) and Forward Supply Locations (FSLs) (CLINs X002AA through X002AD and X102). This CLIN should be priced as a fixed price item

on a monthly basis and should include the cost of providing for all labor and material necessary to operate and maintain KC-10 and KDC-10 day to day operations. The contractor is responsible for day to day operations which includes all labor, materials and overhead costs necessary to operate and maintain the supply function at each of the COMBS and the two FSLs.

(3) Field Service Representatives (FSR), (CLINs X003AA through X003AD and X103 and all of its subCLINs). These CLINs should be priced as a fixed price item on a monthly basis and should include the cost of providing FSRs at each of the locations listed to be able to meet the requirements of the TRD.

(4) Flying Hour, (CLIN X004) The contractor's price shall cover repair of reparables, replenishment of nonrecoverables, replenishment of non-recoverable materials/parts/labor required to maintain common and peculiar support equipment, replenishment of bench stock, all associated material handling, overhead costs, management services, warranty administration, performance of oil samples including material (kits). CLIN X004, Flying Hour Matrix shall be priced with a flying hour rate for each of the average daily flying hour amounts listed in the sample matrix. Contractor must provide a pricing matrix for each year of the contract.

(5) Management Services, (CLIN X005 and X104) The proposal should include a fixed price per month for management services costs that are performed in support of CLINS X020, X021, X106 and their subCLINs.

(6) "C" Check Inspections, (CLIN X006) "C" Checks should be fixed price including correction of all non-routine defects of duration of 30 hours or less. The fixed price shall include all labor and material with the exception of individual material items/parts that are greater in price than \$200.00. Material items/parts that exceed the \$200.00 threshold will be paid for under Over and Above CLIN X021. The contractor shall perform all scheduled and unscheduled depot level maintenance that falls within the 30 hour or less duration. Repairs that exceed the 30 hour rule will be accomplished as over and above under CLIN X020AE and X021.

(7) Complete Aircraft Strip and Paint, (CLIN X007) Complete strip and paint, including materials, shall be proposed as a fixed price per event.

(8) Sand/Scuff and Paint Entire Aircraft, (CLIN X008) Sand scuff and paint, including materials, shall be proposed as a fixed price per event.

(9) Data, (CLINs X009 and X105) Data should be proposed on a fixed price basis allowing for quantity increases in copies of 50% without a change in the fixed price.

(10) CLIN X010 and all of its subCLINs are items to be fixed price per event and will be performed in conjunction with "C" Check.

(11) CLINs X011 through X017 are also fixed price per event items. Proposed fixed prices should include all labor and material, as described in the CLIN structure, necessary to perform the required maintenance.

(12) Heavy Engine Maintenance, (CLINs X018 and all of its subCLINs or CLIN X019) CLIN X018 and its subCLINs should be proposed as fixed price per event as described in CLIN X018. CLIN X019 is for an alternate proposal for heavy engine maintenance using a power by the hour concept and should be proposed as described in the CLIN X019 description.

(13) Over and Above Effort, (CLINs X020 and X106 and all of their subCLINs) Proposal should include hourly labor rates for the labor categories specified, both straight time and premium time, which shall then be used to reimburse the contractor for effort performed.

(14) Over and Above Contractor Acquired Materials, CLINs X021 and X106AH will provide funding for purchase of materials to support C Checks, Heavy Engine Maintenance, replacement of parts beyond fair wear and tear, and various other CLINs where material, above and beyond the material required in the fixed price, is necessary.

(15) For each CLIN/subCLIN indicate the number of actions and associated costs per year. Provide detailed support documentation for the proposed costs and number of actions. Reference other proposal volumes as appropriate to support the proposed number of actions. Interval or frequency data must be clearly stated in specific measure. The cost supporting data should include material and labor costs. Also include other material costs (such as consumables) and packaging, handling, storage, and transportation (PHS&T) costs as appropriate.

2.5. VOLUME 5 – CONTRACTS/CLS CSOW

2.5.1. Completion of the Model Contracts.

The model contract (Sections A through D) for the CLS Contract shall be signed by a person having the authority to contractually obligate your company for the proposal(s) you are providing in response to this solicitation. Specific attention is directed towards the following model contract sections.

2.5.1.1. Section A

CLS Contracts: The offeror must complete and sign SF Form 1449, Blocks 17a., 17b., 30a., 30b., and 30c.

2.5.1.2. Section B

a. The offeror must fill in all blanks and complete the “To Be Proposed” (TBP) by Contractor items in the CLS contracts with the exception of pricing which is to be included in the pricing matrix and placed in Volume 4. Offerors must satisfy the requirements of the solicitation’s terms and conditions. Alternate terms and conditions will be considered an alternate proposal and must use existing RFP terms and conditions as a baseline, with line-by-line rationale for suggested changes. In instances where alternate terms and conditions are proposed due to overly burdensome or unacceptable impacts on your standard commercial practices, include supporting rationale relative to the extent of the impacts.

b. Section C Clause 52.212-5 of the CLS contract incorporates FAR Clause 52.222-26 which requires prime Contractor compliance with Equal Opportunity and Equal Opportunity Pre-Award Compliance of SubContractors. Therefore, the following information shall be submitted for the prime contractor and each subcontractor that is anticipated to exceed a value of \$1 Million:

- (1) Name/Address/Telephone number of the prospective contractor/corporate affiliate at which work is to be performed
- (2) Name/Address/Telephone number of each proposed first-tier Subcontractor with a proposed subcontract estimated at \$1M or more.
- (3) Information as to whether the contractor or first-tier subcontractors have previously held any Government contracts or subcontracts.
- (4) Place or places of contract performance and first-tier subcontracts estimated at \$1M or more.
- (5) The estimated dollar amount of the contract and each first-tier subcontract.

c. Subcontracting Plan. Section C Clause 52.212-5 of the CLS contract incorporates FAR 52.219-9 which requires submission of a Small Business/Small Disadvantaged Business Subcontracting Plan. Exemptions for the submission of subcontracting plans are discussed in FAR 19.702(b). Offerors are to

submit a subcontracting plan for the CLS contract unless an exemption applies. If you are exempt and/or are participating in special DoD programs that make you exempt, you must state so and substantiate exemptions.

- d. Section C Clause 52.212-4, Contract Terms and Conditions - Commercial Items, implements statutory requirements which shall not be tailored:
- (1) Assignments
 - (2) Disputes
 - (3) Payment
 - (4) Invoice
 - (5) Other Compliance’s
 - (6) Compliance with Laws Unique to Government Contracts

Offerors may propose customary commercial practices for the remainder of the provisions set forth in contract clause 52.212-4. Clauses such as:

- (1) Commercial Warranties
- (2) Commercial Data Rights
- (3) Commercial Delivery and Acceptance of Aircraft
- (4) Commercial Payments (w/o conflict with the 52.212-4 payment provision).

NOTE: All proposed terms and conditions must be consistent with the conditions set forth in the Federal Acquisition Streamlining Act of 1994.

e. The offeror shall include a Cross Reference Matrix referencing all aspects of the RFP such as the Statement of Objectives (SOO), CSOW, Technical Requirements Document (TRD), Evaluation Criteria, CDRLs, CLINs, etc. and their interrelationships. An example is as follows:

<u>SOO</u>	<u>CSOW</u>	<u>TRD</u>	<u>E(2)</u>	<u>E(1)</u>	<u>CDRL</u>	<u>CLIN</u>
1.1	2.5.3.0	2.3		2.1	A002	X004
1.2	2.6.2.2	2.4	2.5			X006

2.5.1.3 Section C – Documents, Exhibits And Other Attachments

CLS Model Contract:

- (1) Annex A – KC-10/KDC-10 CLS Contractor’s SOW. The offerors proposed SOW must reflect the complete program the offeror desires to be placed on contract. The offerors proposed SOW will be submitted to include a detailed description of the tasks the offeror shall perform to support the aircraft.
- (2) Annex B – Commercial Clauses. The offerors proposed full text commercial terms and conditions for these clauses shall be incorporated into the offerors signed model contract.
- (3) Annex C – CDRL Items. The offerors proposed CDRL Items.
- (4) Annex D – Contractors Pricing Matrix.

E(2) EVALUATION FACTORS FOR AWARD

A. **NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION PROVISIONS	
52.212-2	EVALUATION-COMMERCIAL ITEMS (OCT 1995) (IAW FAR 12.301(c))
52.217-5	EVALUATION OF OPTIONS (JUL 1990) (IAW FAR 17.208(c))

B. EVALUATION CRITERIA

1.0. INTRODUCTION

This section outlines the evaluation factors for award and general considerations the Government will consider in evaluating the offeror's capabilities and proposals submitted in response to the solicitation for the KC/KDC-10 Contractor Logistics Support requirement. The general considerations are intended to confirm the offerors capabilities and responses to the business arrangements contained in the solicitation. The evaluation criteria are intended to show the scope of the evaluation to be performed on the proposals. Section E(1) and (2), Instructions to Offerors - Commercial Items, of the RFP defines the data required from each offeror. The Government will employ three types of evaluation criteria in evaluating offerors proposals: specific criteria, assessment criteria, and general considerations. Specific criteria relate to specific program characteristics. Assessment criteria are evaluation criteria which are used by evaluators in performing the technical evaluation by relating certain aspects of an offerors proposal to specific criteria and cost. General considerations are of lesser importance in the source selection decision than the specific criteria and cost, but they are still a significant part of the evaluation. The evaluation will provide the Source Selection Authority (SSA) with the information necessary to select the "best value" source.

2.0 BASIS FOR AWARD

This will be a "best value" competitive source selection conducted in accordance with Air Force FAR Supplement Appendix AA and applicable supplements. Offerors must recognize that the subjective judgment of the Government evaluators is implicit in the evaluation process. Contracts may be awarded to the offeror whose proposal conforms to the solicitation requirements; who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR); who demonstrates that the offeror possesses the Contractor Logistics Support Framework and financial capabilities necessary to fulfill the requirements of the contracts; and whose proposal is judged, by an integrated assessment of the evaluation criteria and general considerations listed below, to be the most advantageous to the Government. The objective is:

2.1. To determine a single award. The award will be made to the offeror that provides the best KC/KDC-10 Contractor Logistics Support package over a nine year period.

2.2. To make a determination of the overall "best value" of each proposal. This shall include any priced options or desires/objectives in response to the TRD.

2.3. To reject proposals that are unrealistic in terms of program commitments or unrealistically high or low in cost or price when compared to Government estimates, such that the proposals are deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

2.4. To consider, throughout the evaluation, the "correction potential" when a deficiency is discovered.

2.5. If 'Discussions' are necessary after the CR/DR process, the Government reserves the right to hold those discussions at the contractors facility or at Tinker AFB, OK. If discussions are held, they will be held for all bidders in the competitive range.

3.0 SPECIFIC CRITERIA

In making this integrated assessment, the Government will evaluate the proposals against the following specific criteria. All specific criteria, as well as factors will be weighted equally.

- 3.1. Logistics
- 3.2. Maintenance/Repair/Modifications
- 3.3. Management
- 3.4. Safety/Fire Protection
- 3.5. Quality
- 3.6. Cost/Price

4.0. ASSESSMENT CRITERIA

The assessment criteria set forth below will be applied, in conjunction with the approved standards, against the specific criteria (with the exception of cost/price) cited in paragraph 3.1 above. The assessment criteria are of equal importance.

4.1. Understanding and Compliance with Requirements. The Government will evaluate the offerors understanding of the program objectives and the work that must be accomplished to satisfy the requirements of this solicitation. In addition, an evaluation of the offerors proposal to ensure that the TRD requirements addressed and that each solicitation requirement is met will occur. The offeror should make apparent the degree to which it is familiar with all aspects of the program. This includes the technical disciplines involved and potential problem areas or difficulties to be resolved with appropriate supporting information on how requirements will be met.

4.2. Soundness of Approach. The Government will evaluate the proposal to determine the reasonableness of the approach and adherence to sound and/or generally accepted practices. The Government will assess the offerors definition and management of risks associated with his approach.

5.0. RISK ASSESSMENT

The Government will perform the following two risk assessments:

5.1. Proposal Risk. The Government will conduct a proposal risk assessment of the risks associated with the offerors proposed approach to accomplish all requirements of the solicitation.

5.2. Performance Risk. The Government will conduct a performance risk assessment based on the offerors relevant present and past performance for all contracts. In assessing these risks, the Government will use performance data to evaluate the areas and items listed above including cost.

6.0. GENERAL CONSIDERATIONS

Evaluation of general considerations, which may include both proposal and internal data (defined as data not submitted as part of the proposal), will be based on the following item:

- 6.1. Proposed Contractual Terms and Conditions

7.0. SCOPE OF THE EVALUATION

The following subparagraphs provide the scope of the evaluation in regards to the specific criteria listed in paragraph 3.0 above. Within each area and/or factor the color/adjectival rating, proposal risk assessment, and performance risk assessment shall be considered in making the integrated source selection decision. Proposal and performance risks are no less significant than the color/adjectival rating, and any one of these aspects may impact the final source selection authority's integrated assessment and decision. Evaluation results will be reported to the SSA at the factor level.

AREA: LOGISTICS (1)

FACTOR: WORLDWIDE SUPPLY SUPPORT (1.1)

DEFINITION:

A. Provide an adequate approach to maintain a Contractor Operated and Maintained Base Supply (COMBS) function capable of supplying spares and/or support equipment (SE) to KC-10 bases at Travis AFB, McGuire AFB, and two forward operating locations located at Yokota AB, Japan and Ramstein AB, Germany, and the KDC-10 base at Eindhoven.

B. Provide an adequate approach for maintaining or having access to a transportation system that provides worldwide supply of spares/support equipment for both the KC-10 and the KDC-10.

C. Provide an adequate approach to ensure the appropriate level of spares and/or support equipment are maintained to support the operational requirements of the KC-10 and the KDC-10 fleets.

AREA: LOGISTICS (1)

FACTOR: SUPPORT EQUIPMENT (SE) (1.2)

DEFINITION:

A. Provide an adequate approach for maintaining and ensuring availability of all SE to support the KC-10 and the KDC-10 operational requirements.

AREA: MAINTENANCE/REPAIR/MODIFICATIONS (2.0)

FACTOR: DEPOT MAINTENANCE (2.1)

DEFINITION:

A. Provide an adequate approach to maintain airframe depot maintenance capabilities, to include modification support, scheduled paint, C-Check and schedule compression requirements to support KC-10 operational requirements.

B. Provide an adequate approach to maintain power plant depot maintenance capabilities to include APUs, fan reversers and engine requirements to support KC-10 operational requirements.

C. Provides an adequate approach to maintain refueling system depot maintenance capabilities to include the air refueling boom, and wing pod systems to support KC-10 operational requirements.

D. Provide scaled maps and drawings of the airfield, hangar, shop, and administrative facilities used in the performance of the contract. The maps and drawings should describe and identify: geographical location, facility dimensions, equipment, hangars, paint facilities, support and back shops, runways, taxiways, ramps, parking and engine run capability, including any local area restrictions, tower and communications capability, and fuel storage area. The offeror shall also explain how these facilities meet the government's requirements as described in the TRD.

E. Provide an adequate approach to execute KDC-10 aerial refueling system maintenance in support of KDC-10 operational requirements. This includes both organic (excepting pre, post and thru flight) and

depot maintenance capabilities to include modification support and schedule/perform A and C Checks to be performed at Eindhoven AB, The Netherlands..

AREA: MAINTENANCE/REPAIR/MODIFICATIONS (2.0)

FACTOR: WORLDWIDE MAINTENANCE SUPPORT (2.2)

DEFINITION:

A. Provide an adequate approach for worldwide maintenance and repair to support KC-10 operational requirements and KDC-10 refueling system operational requirements.

AREA: MANAGEMENT (3.0)

FACTOR: ORIGINAL EQUIPMENT MANUFACTURERS (OEM) RELATIONSHIPS (3.1)

DEFINITION:

A. Provide an adequate approach for developing and maintaining the necessary relationship with the appropriate OEMs, i.e. Boeing(formerly McDonnell Douglas Aircraft Company), to show access to data that will be required to support the KC-10 and the refueling system operational requirements of the KDC-10.

AREA: MANAGEMENT (3.0)

FACTOR: PERSONNEL/EXPERIENCE (3.2)

DEFINITION:

A. Provide an adequate approach for providing the qualified personnel required to maintain and support the KC-10 fleet and to maintain and support the KDC-10 aerial refueling system.

AREA: MANAGEMENT (3.0)

FACTOR: PHASE-IN AND PHASE-OUT PLANNING (3.3)

DEFINITION:

A. For both the KC-10 and the KDC-10 provide a detailed description of the steps necessary to address all issues/tasks associated with the assumption of contract responsibility. The description will include charts reflecting the chronological sequence of events beginning with contract award through assumptions of responsibility of management in all areas of efforts identified in the TRD.

B. For both the KC-10 and the KDC-10 provide a description of planned phase-out activities and a chronological sequence of events which occur at the end of the contract, if not selected for the follow-on contract.

AREA: SAFETY/FIRE PROTECTION (4.0)

FACTOR: SAFETY (4.1)

DEFINITION:

A. For the KC-10 provide a safety plan that is in compliance with the requirements of Appendix C of the TRD, if indemnification is not chosen. Include safety plan provisions that meet the requirements in the KDC-10 TRD.

AREA: SAFETY/FIRE PROTECTION (4.0)

FACTOR: FIRE PROTECTION (4.2)

DEFINITION:

A. Provide a fire protection plan that is in compliance with the requirements of Appendix C of the TRD, if indemnification is not chosen.

AREA: QUALITY (5.0)

FACTOR: CONTRACTOR QUALITY PROGRAM (5.1)

DEFINITION:

- A. Provide an adequate approach to the offeror’s quality organization. Show how your quality organization meets the requirements of CFR Title 14, Part 145 or equivalent FAA facility rating.
- B. Offeror’s method of providing a quality control program that ensures work of the highest quality.

E(3) OFFEROR REPRESENTATIONS AND CERTIFICATIONS

AFMCFARS 5352.215-9000 REPRESENTATIONS AND CERTIFICATIONS JUL 1997
(IAW AFMCFARS 5314.201-5(90) and 5315.407-90(a))

Annually, this AFMC activity provides Contractors with a full-text Representations, Certifications, and other Statements of Offerors or Quoters (Section K) package; therefore, when appropriate , only the title, regulation reference number, date, and fill-in-portion (if any) of such provisions applicable to this solicitation will be provided. Using the full-text Representations, Certifications, and Other Statements of Offerors or Quoters previously provided, please complete all the provisions included in this solicitation and return with your bid/proposal. Completion of this section represents certification that the responses are current, accurate, and complete as of the date of this bid/proposal. If you have not obtained a copy of the full-text Representations, Certifications, and Other Statements of Offerors or Quoters package, a copy may be obtained from:

OC-ALC/PKXDA
3001 STAFF DRIVE SUITE 1AH78A
TINKER AFB, OK 73145-3015 (AC 405-739-4161)

FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS - JAN 1997
COMMERCIAL ITEMS
(IAW FAR 12.301(b)(2))

(a) Definitions. As used in this provision:
Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that -

- (1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern -

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6050M).

(1) **Taxpayer Identification Number (TIN).**

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
 - ☐ Other. State basis. _____

(2) **Corporate Status.**

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
 - ☐ Sole proprietorship
 - ☐ Partnership
 - ☐ Hospital or extended care facility described in 26 CFR 501 (c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) **Common Parent.**

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
- (1) **Small Business Concern.** The offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern.
 - (2) **Small Disadvantaged Business Concern.** The offeror represents and certifies that it ☐ is,☐ is not a small disadvantaged business concern.
 - (3) **Women-Owned Small Business Concern.** The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.**
- (4) **Women-owned business concern.** The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.
 - (5) **Tie bid priority for labor surplus area concerns.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (6) **Small Business Size for the small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.** [Complete only if the offeror has certified itself to be a small business concern under the size standards for this solicitation.]
- (i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGS).)** The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
 - (ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)** Offeror represents as follows:
 - (A) Offeror’s number of employees for the past 12 months (check the employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

<u>Average Annual Gross Number of</u>	
<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (d) **Certifications and representations required to implement provisions of Executive Order 11246—**
- (1) **Certification of Non-segregated Facilities. (Applies only if the contract amount is expected to exceed \$10,000) -**

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to

perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) **Previous Contracts and Compliance.** The offeror represents that-

(i) It [] **has**, [] **has not**, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It [] **has**, [] **has not**, filed all required compliance reports

(3) **Affirmative Action Compliance.** The offeror represents—

(i) It [] **has developed and has on file**, [] **has not developed and does not have on file**, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It [] **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **Certification Regarding Payments to influence Federal Transactions (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **Buy American Act - Trade Agreements - Balance of Payments Program Certificate.** (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled “Buy American Act - Trade Agreements - Balance of Payments Program”) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as “designated or NAFTA country end products” as those terms are defined in the clause entitled “Buy American Act - Trade Agreements - Balance of Payments Program.

(ii) The offeror certifies that the following supplies qualify as “Caribbean Basin country end products” as that term is defined in the clause entitled “Buy American Act - Trade Agreements - Balance of Payments Program”:

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) **Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program.** (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement (NAFTA) Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled “Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program”) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as “NAFTA country end products” as that term is defined in the clause entitled “Buy American - North American Free Trade Agreement Implementation Act - Balance of Payments Program”:

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) **Alternate I.** If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as “Canadian end products” as that term is defined in the clause entitled “Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program”:

(Insert line item numbers)

(h) **Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).** The offeror certifies, to the best of its knowledge and belief, that -

- (1) The offeror and/or any of its principals ☐ **are**, ☐ **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) ☐ **Have**, ☐ **have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ **are**, ☐ **are not** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND
CERTIFICATION—COMMERCIAL ITEMS
(IAW DFARS 212.301(f)(ii))**

NOV 1995

- (a) *Definitions.* As used in this clause—
- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States person is defined in Section 16 (2) of the Export Administration Act 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407 (a) prohibits a United States person from taking.

- (c) *Representation of Extent of Transportation by Sea* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.
- The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
- (ADDENDUM)
- (“The certification in paragraph (b) of the provision at 252.225-7000 does not apply to this solicitation.”)

DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE
(IAW DFARS 225.109(a))

DEC 1991

(a) Definitions.
“Domestic end products,” “qualifying country,” “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.
Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that -

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	
Line Item Number	Country of Origin
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products	
Line Item Number	Country of Origin (If known)
_____	_____

(End of Provision)